

Exhibit "A"

DEBTOR IN POSSESSION'S DEED OF REAL ESTATE
(OREGON)

This indenture, made this 2nd day of April, 1982, between **Western Farmers Association**, as Debtor in Possession of the estate of Western Farmers Association, Debtor, party of the first part, and **CENEX AG, Inc.**, party of the second part;

WITNESSETH:

The party of the first part by virtue of the power and authority given in and by an order of the United States Bankruptcy Court for the Western District of Washington, dated April 1, 1982, and for valuable consideration paid by the party of the second part as set forth below, does hereby convey and quitclaim unto party of the second part, its successors and assigns forever, that certain real estate, more particularly described on Exhibit A hereto, together with the appurtenances and also all of the interests therein which the said Western Farmers Association had at the time of filing its Petition under Chapter 11 of the Bankruptcy Code in the said United States Bankruptcy Court for the Western District of Washington in said premises, together with any interest acquired thereafter, and also the interests therein which the party of the first part has or has power to convey or dispose of as Debtor in Possession of the estate of Western Farmers Association, Debtor.

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

The true consideration for this conveyance is **SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$625,000)**.

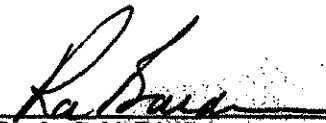
Until a change is requested, all tax statements shall be sent to the following address:

5500 CENEX Drive
Inver Grove Heights, MN 55075

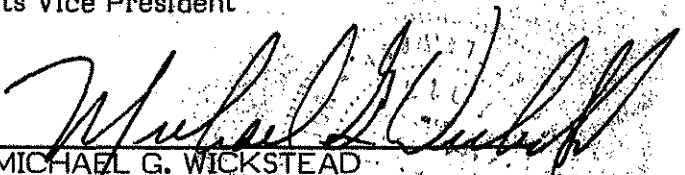
IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

WESTERN FARMERS ASSOCIATION

By


R. A. BALDWIN
Its Vice President

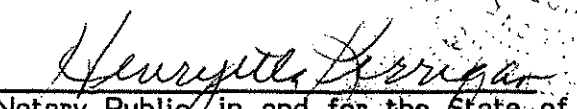
By


MICHAEL G. WICKSTEAD
Its Secretary

As Debtor in Possession of the Estate of
Western Farmers Association

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 13th day of April, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. A. Baldwin and Michael G. Wickstead, to me known to be the Vice President and Secretary, respectively, of Western Farmers Association, the corporation that executed the within and foregoing instrument, and who acknowledged to me that they executed the foregoing instrument on behalf of said corporation as the free and voluntary act and deed of said corporation.


Notary Public, in and for the State of
Washington, residing at Bellevue.

COMMONLY KNOWN AS: PORTLAND FEED MILL
(MULTNOMAH COUNTY, OREGON)

EXHIBIT A

BOOK **1590** PAGE **1800**

Legally Described As Follows:

PARCEL A. A tract of land situated in Section 17, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the harbor line established by the Secretary of War on the northeasterly side of the Willamette River, said point being at the end of the first or North 52° 15' 00" West 610.62 foot line of that parcel of land conveyed by the Port of Portland to the Washington Co-operative Farmers Association by deed recorded May 11, 1959 in Deed Book 1954 page 336, Multnomah County Deed Records, thence leaving said harbor line North 37° 45' 00" East 975.00 feet to the Westerly line of North Basin Avenue; thence along said Westerly line of North Basin Avenue to the three following courses, viz: (1) South 52° 15' 00" East 115.00 feet, (2) along a curve to the right having a radius of 135.00 feet and a central angle of 42° 28' 00" for a distance of 100.06 feet and curve being subtended by a chord bearing South 31° 01' 00" East 97.79 feet and (3) South 9° 47' 00" East 43.10 feet thence leaving said Westerly line of North Basin Avenue for new lines of division the two following courses, viz: (1) South 43° 21' 28" West 203.67 feet and (2) South 37° 45' 00" West 707.79 feet to said harbor line, thence North 52° 15' 00" West along said harbor line 218.04 feet to the point of beginning.

Recorded By
Pioneer National
Title Insurance Company

STATE OF OREGON }
Multnomah County } ss.
I, Director, Department of Administration Services and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of of said County at

MULTNOMAH COUNTY, OREGON

APR 22 1982 - 9 40 AM

In Book 1590 Page 1799
witness my hand and seal of office affixed.

Director
Department of Administration
Services

M. Burton
Rec-17

22705

822

Exhibit "B"

LEASE
FEED/SEED ASSETS
FARMERS UNION CENTRAL EXCHANGE, INCORPORATED TO LAND O'LAKES, INC.

THIS AGREEMENT, made and entered into effective the 1st day of January, 1987, by and between FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation, hereinafter called "CENEX" and LAND O'LAKES, INC., a Minnesota corporation, hereinafter called "LOL".

RECITALS

LOL and CENEX are parties to a certain Joint Venture Agreement dated effective October 24, 1986, hereinafter referred to as the "Joint Venture Agreement", whereby CENEX agrees to lease, assign or sublease to LOL performing assets owned or leased by CENEX relating to the conduct of its feed and seed operations.

The parties hereto are desirous of setting forth herein the terms and agreements governing the lease to LOL of such performing assets owned by CENEX.

IN CONSIDERATION of the foregoing, and of the mutual agreements hereinafter set forth, CENEX and LOL agree as follows:

1. CENEX hereby leases to LOL the assets listed on Exhibit A attached hereto and made a part hereof, owned by CENEX, all of which assets shall hereinafter be referred to as the "Assets".
2. The term of this Lease shall commence on January 1, 1987 and terminate on December 31, 1989. The term hereof shall automatically be extended for successive additional terms of one (1) year each unless either party notifies the other in writing twelve (12) months in advance of December 31, 1989, or December 31 of any year thereafter, and this Lease shall then terminate as of December 31 of the year following the giving of such notice.
3. The rent payable hereunder for the Assets shall be determined in accordance with paragraph 5(a) of the Joint Venture Agreement.
4. The ownership of all Assets shall be and remain of record in CENEX
5. LOL shall be responsible for and shall pay all costs of maintenance, operation (for purposes hereof real and personal property taxes shall be deemed part of the costs of operation) and repairs with respect to the Assets and shall keep the Assets in good repair and good operating condition during the term of this Lease.

6. LOL shall procure and maintain or cause to be procured and maintained continuously in effect during the term of this Lease with respect to the Assets, the following insurance:
 - a) liability insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the operation or condition of the Assets in amounts mutually agreed upon between the parties hereto;
 - b) fire, extended coverage and vandalism insurance covering the Assets, for at least the full insurable value thereof.

All policies of insurance required hereunder shall be written in the names of LOL and CENEX as their respective interests may appear. Policies shall be endorsed to show CENEX as an additional insured. If agreed to by CENEX, LOL may be self insured with respect to risks covered hereby.

If any part of the Assets shall be lost or damaged beyond repair, LOL shall be entitled to all insurance proceeds therefor but shall pay to CENEX the fair market value or book value thereof at the time of loss, whichever is greater. The fair market value thereof shall be determined by mutual agreement between LOL and CENEX or by an appraiser mutually acceptable to LOL and CENEX.

7. Indemnification. LOL will protect, indemnify and save CENEX harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:
 - a) any injury to or death of any person or damage to property growing out of or connected with the use, non-use, or condition of the Assets, or any part thereof;
 - b) violation by LOL of any agreement or condition of this Lease;
 - c) violation by LOL of any law, ordinance or regulation affecting the Assets, or the use thereof by LOL.
8. Upon termination of this Lease, LOL shall surrender possession of the Assets to CENEX promptly and in as good condition as at the commencement of the term hereof, loss by fire or other casualty to the extent covered by insurance and ordinary wear, tear and obsolescence only excepted.
9. Except as herein specifically agreed to between the parties, this Lease shall at all times be subject to and governed by the terms of the Joint Venture Agreement.

10. LOL may not further sublease the Assets, in whole or in part, or assign its rights under this Lease, without the written consent of CENEX.
11. This Lease cannot be amended or otherwise modified except by writings signed by all parties hereto. It is specifically agreed that Exhibit A may be amended from time to time, by the addition or deletion of asset, by Addendums in the form acceptable to, and signed by, LOL and CENEX.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed effective January 1, 1987.

LAND O'LAKES, INC.

By

Its President

FARMERS UNION CENTRAL EXCHANGE,
INCORPORATED

By

Its President

EXHIBIT A

FEED AND SEED OPERATIONS

All interest of CENEX in and to owned Assets to any land, buildings, improvements, equipment, machinery, storage tanks, office equipment, consumer tanks and other personal property at the following locations as used in conjunction therewith:

- Columbus, WI feed plant
- Inver Grove Heights, MN feed plant
- Klemme, IA feed plant
- Caldwell, ID feed plant
- Idaho Falls, ID feed plant
- Twin Falls, ID feed plant
- Boise, ID feed plant
- Minot, ND seed plant
- Williston, ND seed plant
- Other assets (mainly office furniture)

CENEX AG, INC. facilities

- Seattle, WA offices
- Lawrence, WA feed mill
- Tacoma, WA feed mill
- Othello, WA feed mill
- Portland, OR feed mill
- Mt. Angel, OR feed mill
- Other equipment (Washington)

For a more detailed description of these assets, see paragraph 5 of the Joint Venture Agreement and Exhibit A attached to said Document.

Exhibit "C"

KNOW ALL MEN BY THESE PRESENTS, That CENEX AG, INC., a Delaware corporation,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

Land O'Lakes/CENEX Feeds, Inc., a Minnesota corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Multnomah and State of Oregon, described as follows, to-wit:

A tract of land situated in Section 17, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the harbor line established by the Secretary of War on the northeasterly side of the Willamette River, said point being at the end of the first or North 52° 15' 00" West 610.62 foot line of that parcel of land conveyed by the Port of Portland to the Washington Co-operative Farmers Association by deed recorded May 11, 1959 in Deed Book 1954 page 336, Multnomah County Deed Records, thence leaving said harbor line North 37° 45' 00" East 975.00 feet to the Westerly line of North Basin Avenue; thence along said Westerly line of North Basin Avenue to the three following courses, viz: (1) South 52° 15' 00" East 115.00 feet, (2) along a curve to the right having a radius of 135.00 feet and a central angle of 42° 28' 00" for a distance of 100.06 feet and curve being subtended by a chord bearing South 31° 01' 00" East 97.79 feet, and (3) South 9° 47' 00" East 43.10 feet thence leaving said Westerly line of North Basin Avenue for new lines of division the two following courses, viz: (1) South 43° 21' 28" West 203.67 feet and (2) South 37° 45' 00" West 707.79 feet to said harbor line, thence North 52° 15' 00" West along said harbor line 218.04 feet to the point of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except easements restrictions, reservations and covenants of record; taxes assessed but not yet due and payable; building and zoning ordinances; State and Federal regulations; installments of special assessments not yet due and payable; any liens or encumbrances created by or suffered to be created by the Grantee and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.....

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 24th day of July, 1989; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of

19.....

Personally appeared the above named

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

CENEX AG, INC.

By Joel M. Koonse Vice President

By David T. Baker Assistant Secretary

MINNESOTA

STATE OF OREGON County of Dakota ss.

July 24, 1989

Personally appeared Joel M. Koonse and David T. Baker who, being duly sworn,

each for himself and not one for the other, did say that the former is the vice president and that the latter is the assistant secretary of

CENEX AG, INC.

....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for ~~Oregon~~ Minnesota

My commission expires:

(OFFICIAL SEAL)

CENEX AG, INC.

P.O. Box 64089

St. Paul, MN 55164

GRANTOR'S NAME AND ADDRESS

Land O'Lakes/Cenex Feeds, Inc.

P.O. Box 116

Minneapolis, MN 55440

GRANTEE'S NAME AND ADDRESS

After recording return to:

Land O'Lakes/Cenex Feeds, Inc.

P.O. Box 116

Minneapolis, MN 55440

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

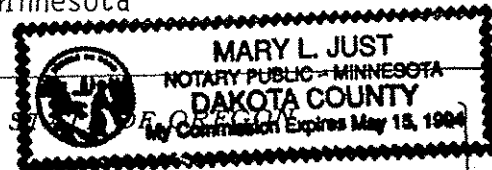
Land O'Lakes/Cenex Feeds, Inc.

P.O. Box 116

Minneapolis, MN 55440

NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE



I certify that the within instrument was received for record on the day of, 19....., at o'clock M., and recorded in book/reel/volume No. on page or as document/fee/file/instrument/microfilm No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

Exhibit "D"

TRANSAMERICA TITLE INSURANCE COMPANY 41-4079

DEED

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KNOW ALL MEN BY THESE PRESENTS that THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by PACIFIC SUPPLY COOPERATIVE, Grantee, does hereby grant, bargain, sell, and convey unto said PACIFIC SUPPLY COOPERATIVE all the following real property, with the tenements, hereditaments, and appurtenances thereof, situated in the SE 1/4 of Section 17, Township 1 North, Range 1 East, of the Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon, bounded and described as follows, to wit:

Beginning at a point on the West line of North Basin Avenue, said point being on the Section line between Sections 17 and 20, Township 1 North, Range 1 East, of the Willamette Meridian and South 89°44'34" West, 702.61 feet from the Southeast corner of said Section 17; thence South 89°44'34" West, 346.57 feet, more or less to the Harbor line of the Willamette River; as it was established on June 20, 1967; thence North 52°15' West along the harbor line a distance of 701.13 feet; thence North 37°45' East, 600.01 feet, more or less to the Southwesterly right-of-way line of N. Basin Avenue; thence South 52°15' East along said Basin Avenue, 548.63 feet; thence along the arc of a curve right having a radius of 160 feet and a central angle of 52°00'30" a distance of 145.23 feet to a point which bears South 26°14'45" East, 140.30 feet from the last described point; thence South 0°14'30" East along said Basin Avenue a distance of 314.46 feet; thence along the arc of a curve left having a radius of 240 feet and a central angle of 31°44'51" a distance of 132.98 feet to the point of beginning and bearing South 16°06'55" East, 131.29 feet from the last described point.

TOGETHER with submerged or submersible lands which inured to the above described property by virtue of deed from the State of Oregon to The Port of Portland recorded June 28, 1967 in Book 568 page 1121.

subject, however, to the following covenants and restrictions which shall apply to and run with the land:

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BOOK 645 PAGE 185

1. The Grantor has established the following covenants and restrictions in order to insure proper use and appropriate development and improvement in an orderly and harmonious manner and to provide a general plan or scheme of development for the Swan Island Industrial Park, which term is understood to mean all that real property now owned or controlled by The Port of Portland situated in what is commonly known as Swan Island and Mocks Bottom in Sections 16, 17, 18, 20 and 21, Township 1 North, Range 1 East, of the Willamette Meridian, in the County of Multnomah, State of Oregon. The Grantor does not represent that the covenants and restrictions will be applied as to any other properties in the Industrial Park.

2. The covenants and restrictions herein shall remain in force until June 4, 2013, and may be enforced by the Grantor, its successors or assigns, either by action at law or suit in equity. The Grantor reserves the right to waive any of these covenants and restrictions. The Grantor shall not be responsible or liable to the Grantee or any third parties for enforcement of or for failure to enforce these covenants and restrictions. Invalidation of any one of these covenants and restrictions, or any part thereof, by judgment or decree of any court, shall in no way affect any of the other provisions, which shall remain in full force and effect.

3. The Grantee covenants and agrees to include all the covenants and restrictions contained in this deed in any sale, lease, or other arrangement which changes ownership, control, or use of all or part of the said real property subsequent to its purchase by the Grantee herein, including the requirement that any subsequent owners, controllers, or users so restrict their successors in interest.

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4. It is distinctly covenanted and agreed between the parties hereto that all of the covenants, restrictions, and agreements hereinafter expressed shall be held to run with and bind the land hereby conveyed, and all subsequent owners and occupants thereof.

5. Any buildings erected on the within described real property and the uses to which said property is put shall comply with the laws, statutes, regulations, ordinances, and rulings of the State of Oregon and the governing agencies having jurisdiction over the said property and its use.

6. No noxious or offensive trade, business, or activity shall be conducted on said real property, nor shall anything be done thereon which may be or become a nuisance to the Swan Island Industrial Park.

7. No trade, business, or activity shall be conducted on said real property which produces an unreasonable noise, and in no event shall any such trade, business, or activity produce or cause to be produced noise which exceeds the following intensity in relation to sound frequency in any single octave band as measured at any point on the perimeter of the above described property:

Octave Band Frequency in Cycles Per Second	Maximum Permitted Sound Level In Decibels
20 to 75	74
75 to 150	66
150 to 300	59
300 to 600	55
600 to 1200	53
1200 to 2400	53
2400 to 4800	52
4800 to above	51

Noise-making devices which are maintained and utilized solely to serve as warning devices and noise created by highway vehicles, trains, or aircraft are excluded.

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8. No trade, business, or activity shall be conducted on said real property which produces unreasonable odors, dust, fumes, smoke, or other air pollutants, readily detectible at any point on the property line, and in no event shall any such trade, business, or activity produce or cause to be produced (a) smoke of a density greater than No. 1 on the Ringlemann Smoke Chart as published by the U. S. Bureau of Mines, except that a smoke of a density not greater than No. 2 of said Ringlemann's Smoke Chart may be emitted for not more than three minutes in any hour, or (b) stack particulate discharge of total particulate matter measured at all stacks in excess of 30 grams per hour for each acre of land in the above described premises. No open burning shall be permitted.

9. No vibration other than that caused by highway vehicles or trains shall be permitted which is discernible without instruments at the property line. Except for exterior lighting, operations producing heat or glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.

10. The said real property shall not be used for any racetracks of any kind; maintenance, use or operation of any slaughterhouse; storage; processing or treatment of junk, rags, paper or metal salvage; wrecking and salvage yard for building materials; or amusement park.

11. Any and all buildings, structures, or improvements, or any part of projection thereof (hereinafter collectively called "buildings") at any time constructed or maintained, and extending above the ground surface (specifically

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excepting fences), shall conform with the following:

(a) No buildings, structures, or improvements, or any projection thereof (hereinafter collectively referred to as "buildings") extending above the surface of the ground, shall be located closer than 50 feet to the property line which is adjacent to a public street. The front yard setback facing a public street may be reduced to a minimum of 25 feet, provided that the portion of the building closer than the 50 foot line is of superior and distinctive architectural and compatible landscape design in the determination of the Grantor.

(b) Except where the foregoing requires a greater distance to be maintained, no building shall be constructed or maintained within 10 feet of any property line, it being the intention that an open area of at least 20 feet shall be maintained between all adjacent but separately owned buildings.

Notwithstanding the foregoing, all presently constructed buildings, structures, and improvements, and all projections thereof, are deemed to conform with the covenants and restrictions hereof.

(c) All areas lying between building lines and property lines, except that held for future expansion, shall be used either for landscaping or off-street, surfaced, vehicle parking, said parking to be in accordance with paragraphs 14 and 20 of this Deed. All areas not paved or reserved for future expansion shall be entirely landscaped or shall be screened from public view.

12. Maximum height of any structure other than a required utility structure, such as a water tower or smokestack, shall be forty-five (45) feet. Building height or any portion thereof within the 50 foot setback area as provided by

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excepting fences), shall conform with the following:

(a) No buildings, structures, or improvements, or any projection thereof hereinafter collectively referred to as "buildings" extending above the surface of the ground, shall be located closer than 50 feet to the property line which is adjacent to a public street. The front yard setback facing a public street may be reduced to a minimum of 25 feet, provided that the portion of the building closer than the 50 foot line is of superior and distinctive architectural and compatible landscape design to the determination of the planner.

(b) Except where the foregoing requires a greater distance to be maintained, no building shall be constructed or maintained within 10 feet of any property line, it being the intention that an open area of at least 20 feet shall be maintained between all adjacent but separately owned buildings.

Notwithstanding the foregoing, all presently constructed buildings, structures, and improvements, and all projections thereof, are deemed to conform with the covenants and restrictions hereof.

(c) All areas lying between building lines and property lines, except that held for future expansion, shall be used either for landscaping or all street, surfaced, vehicle parking, and parking to be in accordance with paragraphs 14 and 20 of this Deed. All areas not paved or reserved for future expansion shall be entirely landscaped or shall be screened from public view.

12. Maximum height of any structure other than a required utility structure, such as a water tower or smokestack, shall be forty-five (45) feet. Building height of any portion thereof within the 50 foot setback area as provided by

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paragraph 11 (a) above shall not exceed fifteen (15) feet.

Notwithstanding the foregoing, all presently constructed structures are deemed to conform with the covenants and restrictions hereof.

Future modifications of the height standard shall be approved by the Grantor. The Grantor shall not unreasonably withhold Grantee's request for modification of height standard if such modification is consistent with industrial park development.

13. The maximum area that may be covered by the principal building and accessory buildings shall not exceed sixty (60) percent of the total area of the above described property.

14. Grantee, its successors and assigns, shall provide off-street automobile parking facilities at the minimum rate of one space for every three workers on the combined major and next largest working shift, or two spaces for every three workers on the major working shift. Such parking facilities shall not be permitted on the street side of any structure constructed upon said real property unless such parking facility is adequately screened with landscaping so as not to be visible from the street. Vehicles operated by Grantee, their employees, agents and visitors shall not be permitted to park on the street.

15. All loading and unloading of trucks, railroad cars, and other vehicles shall be made upon the above described premises, with no on-street loading or unloading permitted. Maneuvering of vehicles shall be made upon the above described premises, and not in any public road, avenue or street.

16. No materials, supplies, or products shall be stored or displayed on the premises outside a permanent structure unless such storage is visually

screened from all approaches by a suitable barrier or screen, and such materials, including wastes, shall be stored in such a manner as not to attract or aid the propagation of insects or rodents, or create a health hazard. BOOK 645 PAGE 190

17. No billboards or advertising signs shall be permitted except those identifying the name and business and products of the persons or firm occupying the premises. Such signs as are permitted shall be placed on the outside walls of the buildings but shall not extend above the line of the roof meeting that wall. There shall be no illuminated signs of a flashing, intermittent type.

18. All electrical and telephone service shall be brought underground into the above described real property and to the buildings from the nearest available line, at the expense of Grantee. Pad mounted electrical transformers shall be located and screened so as to prevent viewing from any public street.

19. All buildings within said real property shall be of a permanent type construction with a fire resistant roof, and shall be maintained in good condition and repair, and shall be compatible with other structures in the Swan Island Industrial Park. Exterior walls of all buildings shall be of exposed concrete aggregate, stucco, glass, terrazzo, architectural metal, brick, or other prefinished material. Concrete, concrete block or wood siding are also acceptable materials for exterior walls, but they must be finished by painting, staining, or other processing.

20. Grantee, its successors and assigns, covenants and agrees that they shall plant and maintain on the above real property a strip at least five (5) feet in width along all street property lines, exclusive of drives, walks,

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and railroad rights-of-way, each strip to be landscaped in an attractive manner in keeping with the quality of the general plan and scheme of development for the Swan Island Industrial Park. The minimum landscaped development described in this paragraph shall be located on the street side of all walls, barriers, fences and other screening. Walls, barriers and fences are not permitted in front of those portions of the building which have been permitted to extend closer to the property line than the 50 foot setback.

21. Grantee, its successors and assigns, covenants and agrees that they will not sell or contract to sell all or any portion of said property during the period hereinafter specified without first giving written notice to Grantor of (1) the terms and conditions of any bona fide offer to purchase the same which they have received and are willing to accept, (2) the name of such offeror and (3), if known, the use such offeror proposes to make of said property; and Grantor shall have the right to purchase said property within thirty (30) days thereafter upon the same terms and conditions as may be contained in such bona fide offer. If Grantor fails to make such purchase, then said property may be sold to such offeror within six (6) months after expiration of such thirty (30) day period. If said property is not so sold within such six (6) months' period, then it cannot thereafter be sold without again offering the same to Grantor as provided above. This preemptive right of repurchase by Grantor shall run with the land and bind all subsequent owners of all or any portion of the real property herein for a period of twenty-one (21) years following the date of this Deed.

22. It is further agreed that all of said real property shall be subject to an annual charge in such amount as will be fixed by the Grantor, its

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successors or assigns, not exceeding \$0.15 per foot of frontage abutting a public street exclusive of driveways. Funds derived from said annual charge shall be devoted to the maintenance of landscaping in public areas in said Industrial Park. The Grantor may assign its rights and obligations under this Deed to a property owners' association, after which time the sums provided in the covenants herein shall be paid to such association. Such charges shall be paid on or before the first day of January in each and every year after the 1st of June, 1968. The amount of such charge for landscape maintenance shall, on the date when due, become and constitute a lien upon the tract, parcel or lot against which it is charged until paid, provided, however, that any person purchasing or otherwise dealing with said tract, parcel or lot may rely upon a certificate signed by the Port, or its nominee, showing the amount of the charge due and unpaid as of the date of the certificate. The parties hereto do hereby expressly vest in the Grantor, its successors and assigns, the right and power to bring all actions against any owner of any premises contained in said Swan Island Industrial Park or any part thereof for the collection of the aforesaid charge and to enforce the aforesaid lien. The parties hereto do hereby consent to the installation of landscaping in public streets abutting their property and authorize the Grantor, or its nominee, acting under the terms of this deed, to make such agreements and arrangements as are necessary to carry out the aforesaid plan of landscaping.

And, Subject to:

- a. Rights, if any, of the public for fishing and navigation.
- b. Sewer easement, including the terms and provisions thereof, dated January 29, 1960, recorded January 29, 1960, in Book 1997, page 461, Deed Records, in favor of the City of Portland, a municipal corporation, over the Southarly

10 feet of said land.

c. Mortgage, including the terms and provisions thereof, dated April 17, 1967, recorded April 21, 1967, in Mortgage Book 557 page 1229, given to secure the payment of \$2,764,600.07, with interest thereon and such future advances as may be provided therein, executed by Pacific Supply Cooperative to Spokane Bank for Cooperatives, a corporation. Also affects other property.

d. Conditions and restrictions imposed by instrument, including the terms thereof, recorded June 28, 1967 in Book 568, page 1121 Deed Records, with reference to reversionary rights of the State of Oregon in the lands covered in that deed.

e. Rights to minerals, oil, gas and sulphur reserved by the State of Oregon in deed recorded June 28, 1967 in Book 568 page 1121.

f. Any encumbrances caused or created by Grantee.

Grantor covenants that the above described property is free from encumbrances, other than those set forth in this deed, created or suffered by Grantor and the Grantor will warrant and defend the same against all persons who may lawfully claim by, through or under Grantor.

The true and actual consideration for this transfer is \$309,240

IN WITNESS WHEREOF, The Port of Portland, pursuant to resolution of its Board of Commissioners duly and legally adopted, has caused these presents to be signed by its President and Assistant Secretary and its corporate seal to be affixed, this 11th day of October, 1968.

APPROVED
[Signature]
General Manager

APPROVED AS TO FORM
[Signature]
By The Port of Portland



THE PORT OF PORTLAND
By *[Signature]* President
By *[Signature]* Assistant Secretary

OCT 14 1968

BOOK 645 PAGE 193

41582

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

BOOK 645 PAGE 194

On this 11th day of October, 1968, before
me appeared DENNIS J. LINDSAY and GEORGE M. BALDWIN, both to me personally
known, who, being duly sworn, did say that he, the said DENNIS J. LINDSAY,
is the President and he, the said GEORGE M. BALDWIN, is the Assistant
Secretary of the within named The Port of Portland, a municipal corporation,
that the seal to the within instrument is the corporate seal of said
municipal corporation, that the said instrument was signed and sealed in
behalf of said municipal corporation by authority of its Board of
Commissioners, and said DENNIS J. LINDSAY and GEORGE M. BALDWIN acknowledged
said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal this day and year first in this certificate written.



H. C. McDowell
Notary Public for Oregon

My Commission Expires Sept. 9, 1972

OCT 14 1968

41582

Exhibit "E"

PACIFIC SUPPLY COOPERATIVE



September 12, 1977

CENEX

P. O. Box 43089
St. Paul, Minnesota 55164

Attention: Mr. Jerry Tvedt, President

Gentlemen:

This letter is written pursuant to the CENEX - Pacific Supply Cooperative Purchase and Sale Agreement dated the 26th day of September, 1977, particularly paragraph 8(c), and particularly the language appearing on page 13 requiring Pacific to inform CENEX of any sales, exchanges of assets or long-term commitments outside of the ordinary course of business, and Pacific hereby advises CENEX of the following such transactions:

1. On the 24th day of July, 1977, Pacific finalized an agreement with the Port of Portland whereby Pacific exchanged its land and warehouse located in the Swan Island Industrial Park, Portland, Oregon, to the Port of Portland for approximately 35 acres of bare land situated in the Rivergate Industrial District, and, as part of that transaction, Pacific also entered into a lease-back from the Port of Portland for the Swan Island warehouse whereby Pacific will lease that facility for a period of approximately two years to June 30, 1979, with options to renew for two additional one-year periods. CENEX has earlier been delivered copies of those documents.

2. On August 31, 1977, Pacific sold to Idaho Oregon Seed Growers, Inc. certain land and a seed plant located in Ontario, Oregon, for the amount of \$200,000, of which \$100,000 was paid on that date, and the remainder is due in five equal annual installments of \$25,000, plus interest at 8%, with the first of such payments to commence on August 1, 1978. This installation is partially on railroad property, and we enclose herewith a copy of that contract, the railroad lease and Pacific's deed to that buyer.

CENEX

September 12, 1977

Page 2

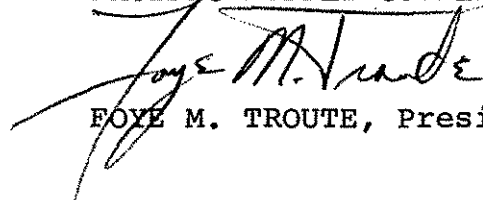
3. On the 7th day of September, 1977, Pacific entered into a lease with the Schnitzer Investment Corporation for certain dock and warehouse space in Portland, Oregon, and, as part of that transaction, PPSI entered into a Bond and License Agreement which allowed PPSI to go across Schnitzer property, with certain shore facilities and equipment of Schnitzer, all in connection with the warehouse lease. Contemporaneously, Pacific Supply entered into a Guarantee Agreement with Schnitzer which guaranteed the PPSI - Schnitzer agreement; copies of which we enclose herewith.

4. PPSI, on September 8, 1977, wrote Mr. Wallace Ginkel of CENEX with a list of outstanding contracts, and two days thereafter sent him copies of those contracts, some of which were negotiated since June, 1977, and we attach hereto a copy of that letter and incorporate those contracts herein by this reference.

5. Since early 1977, Pacific has been negotiating with Ideal Basic Industries of Denver, Colorado, to allow Pacific to mine lime from certain lime bearing properties that are owned by Ideal in Oregon. After much negotiation, a document was drawn and executed by Ideal but not Pacific. The reason for the delay is that Pacific has been conducting various studies for the proper mining of the limestone, freight costs and related matters, and this contract will not be signed prior to October 1. Mr. Gilbertson has these documents.

Yours truly,

PACIFIC SUPPLY COOPERATIVE

A handwritten signature in dark ink, appearing to read "Foye M. Troute", is written over the typed name. The signature is fluid and cursive.

FOYE M. TROUTE, President

Exhibit "F"

WARRANTY DEED

Mar 11 1954

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC SUPPLY COOPERATIVE, an Oregon cooperative corporation, hereinafter called the grantor, for the consideration hereinafter stated to grantor paid by THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Multnomah and State of Oregon, described as follows, to-wit:

A tract of land situated in the South-east one-quarter of Section 17, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, bounded and described as follows, to-wit:

Beginning at a point on the West line of North Basin Avenue, said point being on the Section line between Sections 17 and 20 Township 1 North, Range 1 East of the Willamette Meridian and South 89° 44' 34" West, 702.61 feet from the Southeast corner of said Section 17; thence South 89° 44' 34" West, 346.57 feet, more or less, to the Harbor Line of the Willamette River; as it was established on June 20, 1967; thence North 52° 15' West along the harbor line a distance of 701.13 feet; thence North 37° 45' East, 600.01 feet, more or less, to the Southwesterly right-of-way line of N. Basin Avenue; thence South 52° 15' East along said

Nov 11 1955

Basin Avenue, 548.63 feet; thence along the arc of a curve right having a radius of 160 feet and a central angle of 52° 00' 30" a distance of 145.23 feet to a point which bears South 26° 14' 45" East, 140.30 feet from the last described point; thence South 0° 14' 30" East along said Basin Avenue a distance of 314.46 feet; thence along the arc of a curve left having a radius of 240 feet and a central angle of 31° 44' 51" a distance of 132.98 feet to the point of beginning and bearing South 16° 06' 35" East, 131.29 feet from the last described point.

TO HAVE AND TO HOLD the same unto the grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except:

1. The rights of fishing, navigation and commerce in the State of Oregon, the Federal Government, and the public in and to that portion thereof lying below the ordinary high water mark of the Willamette River.

2. An easement, including the terms and provisions thereof, for sewer, from the Port of Portland Commission, a corporation, to the City of Portland, a municipal corporation of the State of Oregon, recorded February 29, 1960, in Book 1997, page 461, Deed Records.

3. Conditions and restrictions, including the terms and provisions thereof, as imposed by instrument recorded June

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28, 1967, in Book 568, page 1121, Deed Records.

4. Covenants, conditions and set back lines in Deed recorded October 14, 1968, in Book 545, page 164, Deed Records. And that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 9th day of August, 1977; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its Board of Directors.

PACIFIC SUPPLY COOPERATIVE

By

Foye M. Trout
President

By

John R. Gilbert
Secretary

STATE OF OREGON)

County of Multnomah)

ss.

August 8, 1977

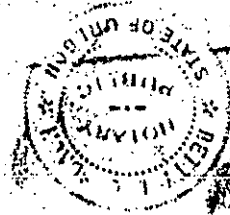
Personally appeared Foye M. Trout and John R. Gilbert-

BOOK 1138 PAGE 1257

son, who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary of Pacific Supply Cooperative, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Betty Lunsbach
Notary Public for Oregon
My Commission Expires:



GRANTOR

Pacific Supply Cooperative
P. O. Box 3598
815 N.E. Davis Street
Portland, Oregon 97208

GRANTEE

The Port of Portland
P. O. Box 3529
Portland, Oregon 97208

AFTER RECORDING RETURN TO:

The Port of Portland
P. O. Box 3529
Portland, Oregon 97208

Attention: Betty I. Crofoot

DELIVERED 12/31/88

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RECEIVED: 11130 11133

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STATE OF OREGON
Multnomah County

Director, Department of Administration
Services and Records of Conveyances, in
and for the State of Oregon, the
within instrument of, and was
and recorded in the record of
of said County at

AUG 9 11 17 AM '77
RECORDING SECTION
ADMIN. SERVICES
MULTNOMAH CO. OREGON

In Book
11130 11133
Witness my hand and seal of office affixed.

Director, Department of Administration
Services
11130 11133

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Exhibit "G"

GENERAL ASSIGNMENT

Pursuant to that certain Purchase and Sale Agreement dated the 26th day of September, 1977, by and between FARMERS UNION CENTRAL EXCHANGE, INCORPORATED ("CENEX"), a Minnesota corporation, and PACIFIC SUPPLY COOPERATIVE ("Pacific"), an Oregon cooperative corporation, Pacific does hereby assign, convey, transfer and set over to CENEX all of Pacific's right, title and interest in and to all of its assets and liabilities, except those certain agreements listed in Exhibit "B" attached hereto. Without limiting the foregoing, such assets and liabilities include cash, accounts receivable and all obligations and liabilities listed in Exhibits "A", "D" and "G" attached hereto.

This is a general assignment of all such matters, and Pacific shall also execute, upon request from CENEX, such specific assignments to any particular asset or liability.

IN WITNESS WHEREOF, Pacific has executed this assignment on the 30th day of September, 1977.

PACIFIC SUPPLY COOPERATIVE

By


President

By


Secretary

Exhibit "H"

WARRANTY DEED

TICOR TITLE
INSURANCE

HOLDINGS,

THE PORT OF PORTLAND, a municipal corporation of the State of Oregon ("Grantor"), conveys and warrants to ~~XXXXXXXXXXXXXXXXXXXX~~ ISLAND INC., an Oregon corporation ("Grantee"), the following-described real property free of encumbrances except as specifically set forth herein:

A parcel of land located in Section 17, Township 1 North, Range 1 East, Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at a point on the southwest right-of-way line of North Basin Avenue which bears South 89° 44' 34" West, 702.61 feet from the southeast corner of Section 17, Township 1 North, Range 1 East, Willamette Meridian; thence along said right-of-way line the following courses: northwesterly 122.90 feet along the arc of a non-tangent curve to the right having a radius of 240.00 feet and a central angle of 31° 44' 51" to a point which bears North 16° 06' 55" West, 131.29 feet from the last described point; thence North 00° 14' 30" West, 314.46 feet; thence Northwesterly 145.23 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 52° 00' 30" to a point which bears North 26° 14' 45" West, 140.30 feet from the last described point; thence North 52° 15' 00" West, 548.63 feet; thence leaving said right-of-way line South 37° 45' 00" West, 386.76 feet; thence South 52° 15' East, 140.00 feet; thence South 37° 45' 00" West, 28.24 feet; thence South 52° 15' 00" East 60.00 feet; thence North 37° 45' 00" East, 28.24 feet; thence South 52° 15' 00" East, 774.33 feet to the point of beginning containing 6.946 acres.

Excepting therefrom all minerals, gas, oil and sulphur in that portion of the herein described property lying within that portion conveyed from the State of Oregon to The Port of Portland, a municipal corporation by deed recorded June 28, 1967, in Book 568, Page 1121, Deed Records of Multnomah County.

Until a change is requested, all tax statements shall be sent to the following address: *N. C. C. C.*

*Return to:
The Title Co.
1650 S.W. Salmon
P.O. Box 1000*

-1-

This conveyance is subject to:

1. Rights of the public and of governmental bodies in and to that portion of the above-described real property lying below the high-water mark of the Willamette River and the ownership of the State of Oregon in and to that portion lying below the high-water mark thereof.

2. A sewer easement in favor of the City of Portland dated January 29, 1960, and recorded February 29, 1960, in Book 1997, at Page 461, of the Multnomah County Records.

3. Covenants, conditions and restrictions, but omitting restrictions, if any based on race, color, religion or natural origin, imposed by instrument recorded June 28, 1967, in Book 568, at Page 1121, of the Multnomah County Records, including the implied right-of-entry in favor of the State of Oregon to mine the minerals reserved in said instrument.

This conveyance is also subject to the following covenants and restrictions which shall apply to and run with the land and completely supersede those imposed by instrument recorded October 14, 1968, in Book 645, at Page 184, of the Multnomah County Records:

1. Grantor has established the following covenants and restrictions in order to ensure proper use and appropriate development and improvement for the Swan Island Industrial Park, City of Portland, County of Multnomah, State of Oregon. Grantor does not represent that the covenants and restrictions will be applied as to any other properties in the Swan Island Industrial Park.

2. The covenants and restrictions herein shall remain in force until May 15, 2010, and may be enforced by Grantor, its successors, or assigns either by action at law or suit in equity. Grantor shall not be responsible or liable to Grantee or any third parties for enforcement of or for failure to enforce these covenants and restrictions. Invalidity of any of these covenants shall in no way effect any of the other provisions which shall remain in full force and effect.

3. It is distinctly covenanted and agreed between the parties that all of the covenants, restrictions and agreements hereinafter expressed, including the Swan Island Development Standards attached and made a part hereof, shall be held to run with and bind the land hereby conveyed and all subsequent owners and occupants thereof.

4. Grantee for itself, its successors and assigns, covenants and agrees that it will not sell or contract to sell all or any portion of said property during the period hereinafter specified without first giving written notice to Grantor of (1) the terms and conditions of any bona fide offer to purchase the same which it has received and is willing to accept, (2) the name of such offeror, and (3) if known, the use such offeror proposes to make of said property; and Grantor shall have the right to purchase said property within 30 days thereafter upon the same terms and conditions as may be contained in such a bona fide offer. If Grantor fails to make such purchase, then said property may be sold to such offeror within six months after expiration of such 30-day period. If said property is not sold within such six-month period, then it cannot thereafter be sold without again offering the same to Grantor as provided above. This preemptive right of repurchase by Grantor shall run with the land and bind all subsequent owners of all or any portion of the real property herein until May 14, 2001.

5. Grantee will use the land as warehouse distribution or light manufacturing facility, and for no other purpose without written permission of Grantor. No retail sales from the premises shall be made without approval in writing by Grantor.

6. Grantee shall not lease said property (except for usual and customary arrangements in the normal course of public warehousing business or under agreement relating to less than 35 percent of the total useable square footage of the property or relating to a fixed term not in excess of two years) without written approval of Grantor which approval shall not be unreasonably withheld.

7. All real property is subject to an annual landscape maintenance charge at a rate equal to the total lineal feet abutting a public street in the Swan Island Industrial Park divided into actual cost of maintenance for the prior fiscal year. Such charges are due on the first day of August of each year. Charges for a portion of a year from August 1 to July 31 shall be prorated. The unpaid charge for landscape maintenance shall become a lien on the land against which it is charged; provided, however, that any person purchasing or otherwise dealing with said land may rely upon a certificate signed by Grantor showing the amount of the charge due. The parties hereto consent to the installation of landscaping in public streets abutting their land and authorize Grantor to make such arrangements as necessary to carry out the landscaping.

The true consideration for this conveyance is \$100.

Dated as of the 15th day of May, 1980, but intended for later delivery pursuant to a Lease Agreement of even date herewith.

APPROVED AS TO FORM

Scott L. Conject
Counsel for
The Port of Portland

THE PORT OF PORTLAND

Joseph D. [Signature]
President
Marion [Signature]
Assistant Secretary

05/09/80
LSE:L/HM

-4-

STATE OF OREGON)
County of Multnomah) SS.

BOOK 2781 PAGE 4030

On this 12th day of May, 1980, before me appeared
Joseph M. Edgar and Marion F. Siedow,
who being duly sworn, did say that he, Joseph M. Edgar,
is the President and Marion F. Siedow, is the Assistant
Secretary of the within named, The Port of Portland, a municipal corpo-
ration, that the seal to the within instrument is the corporate seal of
said municipal corporation, and that said instrument was signed and
sealed by authority of its Board of Commissioners, and Joseph M. Edgar
and Marion F. Siedow acknowledged this to be
the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal this day and year first in this certificate written.

Shirley L. Jackson
Notary Public for Oregon
My Commission Expires 3-7-82

152502

STATE OF OREGON }
COUNTY OF MULTNOMAH }
I, Clerk of the County of Multnomah, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of the County of Multnomah.

93 NOV 10 PM 3:50

RECORDING SECTION
MULTNOMAH CO. OREGON

CLERK

BOOK 2781 PAGE 4026

RECORD OF COMMISSIONS

C. Swick

253
20

Exhibit "I"

PORT OF PORTLAND
WARRANTY DEED
RIVERGATE INDUSTRIAL DISTRICT

2

THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, Grantor, conveys to PACIFIC SUPPLY COOPERATIVE, INC., Grantee, the following real property situated in Section 26, Township 2 North, Range 1 West, of the Willamette Meridian, in the County of Multnomah, State of Oregon, described as follows:

1. A parcel of land located in Section 26, Township 2 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at the initial point of the plat of Rivergate Industrial District Block 12, as recorded on May 25, 1973, in Book 1204, Page 19, Multnomah County Deed Records; thence North $76^{\circ} 46' 58''$ West, along the south line of said plat, said line also being the north line of Gilmore Steel Corporation parcel as recorded on October 13, 1967, in Book 586, Page 1355, Multnomah County Deed Records, a distance of 1720.88 feet to the northeast corner of a parcel of land as recorded on October 30, 1973, in Book 956, Page 1045, Multnomah County Deed Records; thence South $23^{\circ} 31' 32''$ West along the east line of said parcel 406.84 feet to the southeast corner; thence North $76^{\circ} 46' 58''$ West along the south line of said parcel 500.86 feet to the low water line of the Willamette River; thence North $16^{\circ} 29' 55''$ East along the low water line 400.92 feet; thence North $31^{\circ} 43' 22''$ East 450.32 feet; thence leaving said low water line South $76^{\circ} 46' 58''$ East 179.87 feet; thence North $29^{\circ} 26' 38''$ East 180.14 feet;

thence South 76° 46' 58" East 1775.17 feet to the east line of said Block 12; thence along said east line South 1° 36' 13" West 612.54 feet to the point of beginning, containing 33.195 acres.

(Exhibit Plat attached, Drawing RG 76-14)

The following covenants and restrictions shall apply to and run with the land:

1. The Grantor has established the following covenants and restrictions in order to ensure proper use and appropriate development and improvement in an orderly and harmonious manner, and to provide a general plan or scheme of development for the Rivergate Industrial District, which term is understood to mean all that real property now owned or controlled by the Port of Portland situated in what is commonly known as Rivergate Industrial District, County of Multnomah, State of Oregon. The Grantor does not represent that the covenants and restrictions will be applied as to any other properties in the Industrial District.

2. The covenants and restrictions herein shall remain in force for a period of fifty (50) years from the date hereof and may be enforced by the Grantor, its successors, or assigns either by action at law or suit in equity. The Grantor reserves the right to waive any of these covenants and restrictions. The Grantor shall not be responsible or liable to the Grantee or any third parties for enforcement of or for

failure to enforce these covenants and restrictions. Invalidation of any of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

3. The Grantee covenants and agrees to include all the covenants and restrictions contained in this Deed in any sale, lease, or other arrangement which changes ownership, control, or use of all or part of the said real property subsequent to its purchase by the Grantee herein, including the requirements that any subsequent owners, controllers, or users so restrict their successors in interest.

4. It is distinctly covenanted and agreed between the parties hereto that all of the covenants, restrictions, and agreements herein-after expressed shall be held to run with and bind the land hereby conveyed and all subsequent owners and occupants thereof.

5. The buildings erected on the herein described real property and the uses to which said property is put shall comply with the laws, statutes, regulations, ordinances, and rulings of the State of Oregon and the governing agencies having jurisdiction over the said property and its use.

6. No noxious or offensive trade, business, or activity shall be conducted on said real property, nor shall anything be done thereon

which may be or become a nuisance or restriction to the development of the Rivergate Industrial District.

7. No trade, business, or activity shall be conducted on said real property which produces an unreasonable noise, and Grantee agrees to comply with all governmental standards applicable to noise.

8. No trade, business, or activity shall be conducted on said real property which produces offensive odors, dust, fumes, smoke or other pollutants readily detectable at any point on the property line, by a reasonable person of normal sensitivities, and Grantee agrees to comply to all governmental standards applicable to air quality and waste discharge.

9. No vibration which is discernible without instruments by a reasonable person of normal sensitivities other than that caused by highway vehicles, trains or aircraft shall be permitted beyond the property line of Grantee. Except for exterior lighting, operations producing heat or glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.

10. The said real property shall not be used for any race tracks of any kind; maintenance, use, or operation of any slaughter house; storage, processing, or treatment of junk, rags, paper, or metal salvage;

wrecking and salvage yard for building materials; or amusement park. No retail use is allowed unless approved in writing by the Grantor.

11. Any and all buildings, structures, or improvements or any part or projection thereof (hereinafter collectively called "buildings") at any time constructed or maintained and extending above the ground surface (specifically excepting fences) shall conform with the following:

- a. DESIGN: All buildings shall be designed by an architect or engineer registered in the State of Oregon.
- b. SETBACKS: No buildings shall be constructed within twenty-five (25) feet of the front property line, or within twenty (20) feet of the north side property line, no setback on the south property line.

12. Maximum height of any structure shall be sixty (60) feet or four (4) stories, whichever is less.

13. The maximum area that may be covered by the principal building and accessory buildings shall not exceed sixty percent (60%) of the total area of the above-described property.

14. No on-street parking shall be permitted. Grantee, its successors, and assigns shall provide off-street automobile parking facilities

at the minimum rate of one (1) space for every three (3) employees on the combined major and next largest working shift; or two (2) spaces for every three (3) employees on the major working shift, whichever yields the greatest number of parking spaces. If the resulting number of parking spaces exceeds that allowed by any governing agency having jurisdiction, then the maximum number of parking spaces permitted by that agency shall prevail. Such parking facilities shall not be permitted on the street side of any structure constructed upon said real property unless such parking facility is adequately screened with landscaping so as not to be visible from the street. No parking facilities shall be closer than twenty (20) feet to the front property line or closer than ten (10) feet to all other property lines. All parking areas shall be paved with a dust-free, all-weather surface and be well drained.

15. All loading and unloading of trucks, railroad cars, and other vehicles shall be made upon the above-described premises with no on-street loading or unloading permitted. Rail and truck loading operations shall not occur within the setbacks. Maneuvering of vehicles shall be made upon the above-described premises and not in any public road, avenue, or street. All truck loading aprons and other loading areas shall be paved with a dust-free, all-weather surface and be well drained and of a strength adequate for the truck traffic expected.

16. No materials, supplies, or products shall be stored or displayed on the premises outside a permanent structure without prior

written approval of the Grantor. All such storage shall be visually screened from all neighboring properties by a suitable barrier or screen, and such materials including wastes shall be stored in such a manner as not to attract or aid the propagation of insects or rodents or create a health hazard.

17. No billboards or advertising signs shall be permitted except those identifying the name and business of the persons or firm occupying the premises. Signs on roofs, fences, or painted on exterior faces of buildings are prohibited. Directional signs are allowed adjacent to each driveway but shall not exceed four (4) feet in height or ten (10) square feet in surface area. Such signs as are permitted shall not extend above the line of the roof meeting that wall. All signs shall be approved in writing by the Grantor prior to installation, and no rotating or illuminated signs of a flashing, intermittent type shall be permitted.

18. All utilities including electrical, sanitary sewer, water, gas and telephone service shall be brought underground (with the exception of electric transmission lines with capacity of 115KV or more) to the above-described real property boundary line by the Port and to the buildings from the Grantee's property line at the expense of Grantee. Pad-mounted electrical transformers shall be located and screened so as to prevent viewing from any public street.

19. All buildings within said real property shall be of a permanent type construction with a fire retardant roof, and shall be maintained in

good condition and repair, and shall be compatible with other structures in Rivergate Industrial District. Exterior walls of all buildings shall be of exposed aggregate, stucco, glass, terrazo, architectural metal, brick, or other prefinished material. Concrete, concrete block, or wood siding are also acceptable materials for exterior walls but must be finished by painting, staining, or other processing.

20. Grantee, its successors, and assigns covenant and agree to landscape a minimum of forty thousand (40,000) square feet. It is the intent of the parties hereto that such landscaping be done in an attractive manner in keeping with the quality of the general plan and scheme of development for the Rivergate Industrial District and shall be designed to enhance the architectural design of the structure and to screen the parking, storage, and loading areas.

- a. All open and unused areas between the proposed building(s) line shall be maintained in a dust-free condition by landscaping or by paving with asphalt, concrete, rock, oil surfacing, or by some other stabilizing means acceptable to the Port.
- b. All landscape drawings shall be stamped by a registered landscape architect licensed to do business in the State of Oregon and all landscaping materials shall be of sufficient initial size to provide the required degree of

screening within three (3) years from the date of planting or installation.

- c. All parking areas designed to accommodate more than twenty-one (21) cars shall have a minimum of three percent (3%) of the surfaced area landscaped.

21. In the event Grantee does not commence construction of facilities within ~~two~~ (2) years after the date of this Deed, Grantee hereby agrees that Grantor shall have an irrevocable option to repurchase the said property hereinabove described at the same price paid (\$1,352,000) by Grantee to Grantor upon tender of written notice of intention to repurchase by the Grantor not more than thirty (30) days subsequent to the expiration of the ~~three~~ (3) year period.

2

22. Grantee, for itself, its successors, and assigns, covenants and agrees that if it has substantially completed its building facilities, it will not sell or contract to sell all or any portion of said property during the period hereinafter specified without first giving written notice to Grantor of (1) the terms and conditions of any bona fide offer to purchase the same which it has received and is willing to accept, (2) the name of such offeror, and (3) if known, the use such offeror proposes to make of said property; and Grantor shall have the right to purchase said property within thirty (30) days thereafter upon the same terms and conditions as may be contained in such bona fide offer. If Grantor

fails to make such purchase, then said property may be sold to such offeror within six (6) months after expiration of such thirty (30) day period. If said property is not sold within such six (6) month period, then it cannot thereafter be sold without again offering the same to Grantor as provided above. This preemptive right of repurchase by Grantor shall run with the land and bind all subsequent owners of all or any portion of the real property herein for a period of twenty-one (21) years following the date of execution of this Deed. In event all of the assets of Grantee are acquired by Cenex (Farmer's Union Coop) and/or C. F. Industries including the land described herein, the Grantor waives its right of repurchase as set out above for a period not beyond July 13, 1978. The transferee shall be subject to all of the covenants as set forth herein.

23. Grantee will use the land as an import-export distribution facility and will not use the land for any other purpose without written permission of the Grantor. Grantee shall not use the land or waterfront for any public use competitive to the enterprises of Grantor.

24. Grantee hereby covenants and agrees to tender for approval to Grantor a site-use plan and engineering specifications showing the Grantee's intended development of the property before any construction commences. Grantee agrees to utilize said property in accordance with said site-use plan as approved by the Grantor.

25. a. Prior to construction, detailed plans and specifications will be submitted to the Grantor for review and approval for the following: commodity handling and emission control consisting of ship unloading, conveying to storage, storage, reclaim from storage, and conveying to trans-shipment.
- b. An estimate of annual production levels and particulate emissions for the first five (5) years of operation will be prepared by a registered professional engineer retained by Grantee. The estimates must be approved and accepted by the Oregon State Department of Environmental Quality. The estimates and Department of Environmental Quality's acceptance will be submitted to the Grantor prior to final approval of the plans and specifications.
- c. The facility and associated emission control equipment will at all times be maintained and operated such that emissions are kept at the lowest practicable levels.
- d. Prior notice and approval of the Grantor is required for any modification, alteration or enlargement of the facilities or annual production approved under items "a" and "b" above which would reduce or increase annual particulate emissions by more than one (1) ton.

- e. Visible emissions of air contaminants will be maintained at significantly less than twenty percent (20%) opacity from the initial transfer operation of bulk cargo from a ship's hold to the transfer and handling systems.
- f. Valid Waste Discharge and Air Contaminant Discharge permits issued by the Department of Environmental Quality shall be secured prior to construction.

26. Grantee agrees to tender for approval to the Grantor a site-use plan for any future building or use not now contemplated. Grantee agrees that Grantor shall have the right to require changes in said site-use plan as would be necessary to conform to the requirements of this Deed. Grantee agrees to utilize said property in accordance with the final site-use plan approved by the Grantor.

27. Grantee shall not lease the said real property without written approval of the Grantor which approval shall not be unreasonably withheld. Grantee assumes existing agreement with Ross Island Sand & Gravel Company.

28. Approvals required of Grantor by this Deed shall be given within thirty (30) days or deemed given.

29. Grantor shall evaluate the merits of each request for variance of restrictions and conditions. Such variances shall not be unreasonably withheld.

30. All tax statements shall be sent to the following address:
Pacific Supply Cooperative, Inc., 813 N.E. Davis Street, Portland,
Oregon 97232.

31. Grantee agrees to maintain the property, including those areas held for future expansion, and all improvements including but not limited to landscaping, driveways and buildings in a good condition. If in the sole judgment of the Grantor such maintenance is required and Grantee fails to perform said maintenance within forty-five (45) days after being served notice by Grantor, Grantee hereby grants permission to the Grantor, his agents or assigns to enter upon the property to perform maintenance or replacement as necessary. Grantee shall promptly pay the charges when due and any portion of said charges not paid within thirty (30) days shall become a lien on the property.

THE PORT OF PORTLAND, the Grantor above named, covenants that it is lawfully siezed in fee simple of the above-granted premises, that the above-granted premises are free from all encumbrances, except the conditions, covenants, and restrictions set forth herein, and that THE PORT OF PORTLAND will and its successors and assigns shall, warrant and forever defend the above-granted premises and every part and parcel

thereof against the lawful claims and demands of all persons whomsoever, except the conditions, covenants, and restrictions set forth herein.

The true, actual and whole consideration for the transfer is approximately seven (7) acres of land together with improvements thereon, on Swan Island, Portland, Oregon.

IN WITNESS WHEREOF, The Port of Portland, pursuant to resolution of its Board of Commissioners duly and legally adopted, has caused these presents to be signed by its President and Assistant Secretary and its corporate seal to be affixed, this 12th day of July, 1977.

THE PORT OF PORTLAND

By

Joseph M. Edgar
President

By

Lee A. Underwood
Assistant Secretary

APPROVED AS TO FORM:

William J. Crofoot
Counsel for
The Port of Portland

APPROVED BY COMMISSION:

July 13, 1977

L13F:L/Y

A C K N O W L E D G M E N T

STATE OF OREGON

SS

COUNTY OF MULTNOMAH

On this 26th day of July, 19 77, before me appeared
Joseph M. Edgar and Lee A. Underwood,
who, being duly sworn, did say that he, Joseph M. Edgar, is
the President and she, Lee A. Underwood, is the Assistant
Secretary of the within named Port of Portland, a municipal corporation,
that the seal to the within instrument is the corporate seal of said
municipal corporation, and that said instrument was signed and sealed
by authority of its Board of Commissioners, and Joseph M. Edgar
and Lee A. Underwood acknowledged this to be the free act and
deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year first in this certificate written.

Kathi Scarborough
Notary Public for
State of Oregon

My Commission Expires 6/5/79

Exhibit "J"

1-1-74

WASHINGTON TITLE

WARRANTY DEED

BOOK 1229 PAGE 861



KNOW ALL MEN BY THESE PRESENTS, That PACIFIC SUPPLY COOPERATIVE, an Oregon cooperative corporation, aka PACIFIC SUPPLY COOPERATIVE, INC. hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Multnomah and State of Oregon, described as follows, to-wit:

(See Attached Exhibit "A")

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except encumbrances, reservations, easements and rights of way, liens and conditions, and restrictions of record,

and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 118,424.40.

However, the actual consideration consists of or includes other property or value given or promised which is ~~part of the~~ consideration (indicate which).⁽¹⁾ (The sentence between the symbols ⁽¹⁾, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 1st day of October, 1977; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County

ss.

, 19

Personally appeared the above named

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:

(SEAL)

Notary Public for Oregon

My commission expires:

PACIFIC SUPPLY COOPERATIVE

By:

By:

STATE OF OREGON, County of Multnomah) ss.October 1, 1977Personally appeared Foye M. Tröute andJohn R. Gilbertson who, being duly sworn,

each for himself and not one for the other, did say that the former is the

president and that the latter is the

secretary of PacificSupply Cooperative, a cooperative, a corporation,

and that the seal affixed to the foregoing instrument is the corporate seal

of said corporation and that said instrument was signed and sealed in be-

half of said corporation by authority of its board of directors; and each of

them acknowledged said instrument to be its voluntary act and deed.

Before me:

Janet M. Engelgau

Notary Public for Oregon

My commission expires: 5/22/81

(SEAL)

Pacific Supply Cooperative

Post Office Box 3588

Portland, Oregon 97208

GRANTOR'S NAME AND ADDRESS

Farmers Union Central Exchange, Incorporated

Post Office Box 43089

St. Paul, Minnesota 55164

GRANTEE'S NAME AND ADDRESS

After recording return to:

John R. Gilbertson

1100 Yeon Building

Portland, Oregon 97204

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Farmers Union Central Exchange, Incorporated

Post Office Box 3588

Portland, Oregon 97208

NAME, ADDRESS, ZIP

STATE OF OREGON.

SPACE RESERV

FOR

RECORDER'S U

ss.

STATE OF OREGON

Multnomah County

I, Director, Department of Administration Services and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County at

DEC 20 1977 - 9 AM

MULTNOMAH COUNTY, OREGON

In Book 1229 Page 860

witness my hand and seal of office affixed.

Director
Department of Administration
Services

T.

104122

M-2723

Amb 34 sec. 26 2 NW

90898

A parcel of land located in Section 26, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

BEGINNING at the initial point of the plat of RIVERGATE INDUSTRIAL DISTRICT, Block 12, as recorded on May 25, 1973, in Book 1204, Page 19, Multnomah County Deed Records; thence North $76^{\circ}46'58''$ West, along the South line of said Plat, said line also being the North line of the Gilmore Steel Corporation parcel, as recorded on October 13, 1967, in Book 586, Page 1355, Multnomah County Deed Records, a distance of 1720.88 feet to the Northeast corner of a parcel of land as recorded on October 30, 1973, in Book 956, Page 1045, Multnomah County Deed Records; thence South $23^{\circ}31'32''$ West, along the East line of said Parcel, 406.84 feet to the Southeast corner; thence North $76^{\circ}46'58''$ West, along the South line of said Parcel, 500.86 feet to the low water line of the Willamette River; thence North $16^{\circ}29'55''$ East, along the low water line, 400.92 feet; thence North $31^{\circ}43'22''$ East, 450.32 feet; thence leaving said low water line, South $76^{\circ}46'58''$ East, 179.87 feet; thence North $29^{\circ}26'38''$ East, 180.14 feet; thence South $76^{\circ}46'58''$ East, 1775.17 feet to the East line of said Block 12; thence along said East line, South $1^{\circ}36'13''$ West, 612.54 feet to the point of beginning.

Exhibit "K"

This Indenture, Made this 15th day of January, 1980,
between FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

a corporation under the laws of the State of Minnesota, party of the first part, and

THE PORT OF PORTLAND, a municipal corporation
~~a corporation~~ under the laws of the State of Oregon, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of ~~hereinafter stated~~ ~~DOLLARS~~
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does
hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns.
Forever, all the tract or parcel of land lying and being in the County of Multnomah
and State of Oregon, described as follows, to-wit:

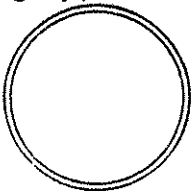
(See attached Exhibit "A")

The true consideration for this conveyance is \$1,352,000.00.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto
belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, For-
ever. And the said FARMERS UNION CENTRAL EXCHANGE, INCORPORATED,

party of the first part, for itself and its successors, does covenant with the said party of the second part,
its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good
right to sell and convey the same in manner and form aforesaid, and that the same are free from all
incumbrances except encumbrances, reservations, easements and rights of way, liens,
conditions and restrictions of record.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the
said party of the second part, its successors and assigns, ~~against all persons lawfully claiming~~
~~claim the whole or any part thereof~~, subject to incumbrances, if any, hereinbefore mentioned, the said
party of the first part will Warrant and Defend against the claim of every person whatsoever,
claiming by, through or under it.



In Testimony Whereof, The said first party has caused these
presents to be executed in its corporate name by its Vice
President and its Assistant Secretary and its corporate seal to
be hereunto affixed the day and year first above written.

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

By W. H. Binkley

Its Vice President

[Signature]

Its Assistant Secretary

Doc. No.
WARRANTY DEED
 Corporation to Corporation

TO

Office of Register of Deeds,
 State of Minnesota

County of

I hereby certify that the within Deed
 was filed in this office for record on the
 day of
 19, at o'clock M.,
 and was duly recorded in Book
 of Deeds, page or
☐ Xeroxed ☐ Microfilmed
 and was duly recorded as instrument
 No.

Register of Deeds.

By Deputy.

No Delinquent Taxes and Transfer
 entered this day of
 19

County Auditor.

By Deputy.

Tax statements for the real property
 described in this instrument should be
 sent to:

Name

Address

State of Minnesota, } ss.
 County of Dakota

The foregoing instrument was acknowledged before me
 this 15th day of January 19 80 ,

by W. W. Ginkel, Vice President

(NAME OF OFFICER OR AGENT, TITLE OF OFFICER OR AGENT)

and by Dolores Frantz, Assistant Secretary

(NAME OF OFFICER OR AGENT, TITLE OF OFFICER OR AGENT)

of FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

(NAME OF CORPORATION ACKNOWLEDGING)

Minnesota

(STATE OR PLACE OF INCORPORATION)

corporation, on behalf of the corporation.

THIS INSTRUMENT WAS DRAFTED BY

(Name)

(Address)

(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

Notary Public, Dakota County, Minnesota

(TITLE OR RANK)

Until a change is requested, all tax
 statements shall be sent to the following
 address:

EXHIBIT "A"

A parcel of land located in Section 26, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

BEGINNING at the initial point of the plat of RIVERGATE INDUSTRIAL DISTRICT, Block 12, as recorded on May 25, 1973, in Book 1204, Page 19, Multnomah County Deed Records; thence North $76^{\circ}46'58''$ West, along the South line of said Plat, said line also being the North line of the Gilmore Steel Corporation parcel, as recorded on October 13, 1967, in Book 586, Page 1355, Multnomah County Deed Records, a distance of 1720.88 feet to the Northeast corner of a parcel of land as recorded on October 30, 1973, in Book 956, Page 1045, Multnomah County Deed Records; thence South $23^{\circ}31'32''$ West, along the East line of said Parcel, 406.84 feet to the Southeast corner; thence North $76^{\circ}46'58''$ West, along the South line of said Parcel, 500.86 feet to the low water line of the Willamette River; thence North $16^{\circ}29'55''$ East, along the low water line, 400.92 feet; thence North $31^{\circ}43'22''$ East, 450.32 feet; thence leaving said low water line, South $76^{\circ}46'58''$ East, 179.87 feet; thence North $29^{\circ}26'38''$ East, 180.14 feet; thence South $76^{\circ}46'58''$ East, 1775.17 feet to the East line of said Block 12; thence along said East line, South $1^{\circ}36'13''$ West, 612.54 feet to the point of beginning.

This Indenture, Made this 15th day of January, 1980,
between FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

a corporation under the laws of the State of Minnesota
THE PORT OF PORTLAND, a municipal corporation
a corporation under the laws of the State of Oregon
party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum ~~xxx~~
hereinafter stated, ~~DOLLARS~~,
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,
does hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, its successors
and assigns, Forever, all the tract or parcel of land lying and being in the County of Multnomah
and State of Oregon, ~~and State of Minnesota~~, described as follows, to-wit:

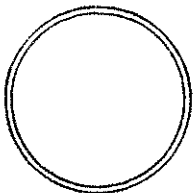
A strip of land located in Section 26, Township 2 North, Range 1 West,
Willamette Meridian, Multnomah County, Oregon, being 10.00 feet in width,
extending 5.00 feet on each side of the following described centerline:

Beginning at a point that is South 1° 36' 13" West 3.50 feet and East
5.00 feet from the southeast corner of that certain parcel of land
described in Book 586, Pages 1355 and 1356, Multnomah County Deed
Records; thence running North 1° 36' 13" East 1846.91 feet to the
True Point of Beginning; thence continuing North 1° 36' 13" East
110.00 feet to the termination point of said 10.00-foot strip,
containing 1100.00 square feet.

This deed is given for the purpose of releasing that certain easement
granted by THE PORT OF PORTLAND to PACIFIC SUPPLY COOPERATIVE, INC.
for the installation, operation, maintenance and use of a railroad
spur by instrument dated September 27, 1977, said easement having
been duly assigned and conveyed to FARMERS UNION CENTRAL EXCHANGE,
INCORPORATED on October 1, 1977.

The true consideration for this conveyance is \$1.00, the receipt and
sufficiency thereof being hereby acknowledged.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances there-
unto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns,
Forever.



In Testimony Whereof, The said first party has caused these
presents to be executed in its corporate name by its Vice
President and its Assistant Secretary and its corporate seal to
be hereunto affixed the day and year first above written.

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

~~XX Presence of X~~

By Will Linkel
Its Vice President

Its Assistant Secretary

State of Minnesota,

County of Dakota

ss.

On this 15th day of January, 1980, before me, a Notary Public within and for said County, personally appeared W. W. Ginkel and Dolores Frantz

to me personally known, who, being each by me duly sworn did say that they are respectively the Vice President and the Assistant Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Vice President and Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.



Lucas W. Ginkel

Notary Public Dakota County, Minn.

My commission expires, 19.

Doc. No.

QUIT CLAIM DEED

Corporation to Corporation

TO

Office of Register of Deeds,

State of Minnesota,

County of }
I hereby certify that the within Deed was filed in this office for record on the day of 19, at o'clock M., and was duly recorded in Book of Deeds, page.

Register of Deeds.

By Deputy.

Taxes for the year 19, on the lands described within, paid this day of, 19.

County Treasurer.

By Deputy.

Taxes paid and Transfer entered this day of, 19.

County Auditor.

By Deputy.

Exhibit "M"

9

LEASE
FEED/SEED EQUIPMENT AND ROLLING STOCK
CENEX AG, INC. TO LAND O'LAKES/CENEX FEEDS INC.

THIS AGREEMENT, made and entered into effective the 1st day of January, 1987, by and between CENEX AG, INC., a Delaware corporation, hereinafter called "CENEX AG", and LAND O'LAKES/CENEX FEEDS INC., a Minnesota corporation, hereinafter called "LOL/CENEX".

RECITALS

Land O'lakes, Inc., a Minnesota corporation hereinafter referred to as "LOL", and Farmers Union Central Exchange, Incorporated, a Minnesota corporation, hereinafter referred to as "CENEX", are parties to a certain Joint Venture Agreement dated effective October 24, 1986, hereinafter referred to as the "Joint Venture Agreement", whereby CENEX agrees to lease, assign or sublease to LOL performing assets owned or leased by CENEX relating to the conduct of its feed and seed operations.

CENEX AG, INC. is a subsidiary of CENEX and owns and operates several feed plants which are to be leased to LOL pursuant to the Joint Venture Agreement,

LAND O'LAKES/CENEX FEEDS INC. is a subsidiary of LOL and will be operating the feed plants of CENEX AG INC.

The parties hereto are desirous of setting forth herein the terms and agreements governing the lease of feed/seed equipment and rolling stock by CENEX AG to LOL/CENEX.

IN CONSIDERATION of the foregoing, and of the mutual agreements hereinafter set forth, CENEX AG and LOL/CENEX agree as follows:

1. CENEX AG hereby leases to LOL/CENEX the items of equipment and rolling stock listed on Exhibit A attached hereto and made a part hereof, owned by CENEX AG, all of which equipment and rolling stock shall hereinafter be referred to as "Equipment/Rolling Stock".
2. The term of this Lease shall commence on January 1, 1987 and terminate on December 31, 1989. The term hereof shall automatically be extended for successive additional terms of one (1) year each unless either party notifies the other in writing twelve (12) months in advance of December 31, 1989, or December 31 of any year thereafter, and this Lease shall then terminate as of December 31 of the year following the giving of such notice.
3. The rent payable hereunder for the Equipment/Rolling Stock shall be determined in accordance with paragraph 5(a) of the Joint Venture Agreement.

4. All Equipment/Rolling Stock shall be and remain titled in the name of CENEX AG, and LOL/CENEX shall be responsible for all titling and registration matters pertaining to the Equipment/Rolling Stock during the term of this Lease.
5. LOL/CENEX shall be responsible for and shall pay all costs of maintenance, operation and repairs with respect to the Equipment/Rolling Stock and shall keep the Equipment/Rolling Stock in good repair and good operating condition during the term of this Lease.
6. LOL/CENEX shall procure and maintain or cause to be procured and maintained continuously in effect during the term of this Lease with respect to the Equipment/Rolling Stock, the following insurance:
 - a) liability insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the operation or condition of the Equipment/Rolling Stock in amounts mutually agreed upon between the parties hereto;
 - b) collision and comprehensive physical damage insurance on each item of rolling stock leased hereunder, in amounts mutually agreed upon between the parties hereto;
 - c) property damage insurance on the equipment leased hereunder in such amounts as mutually agreed upon between the parties hereto.

All policies of insurance required hereunder shall be written in the names of LOL/CENEX and CENEX AG as their respective interests may appear. Policies shall be endorsed to show CENEX AG as an additional insured. If agreed to by CENEX AG, LOL/CENEX may be self insured with respect to risks covered hereby.

If any item of Equipment/Rolling Stock shall be lost or damaged beyond repair, LOL/CENEX shall be entitled to all insurance proceeds therefor but shall pay to CENEX AG the fair market value or book value thereof at the time of loss, whichever is greater. The fair market value thereof shall be determined by mutual agreement between LOL/CENEX and CENEX AG or by an appraiser mutually acceptable to LOL/CENEX and CENEX AG.

7. Indemnification. LOL/CENEX will protect, indemnify and save CENEX AG harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:

- IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed effective January 1, 1987.

LAND O' LAKES/CENEX FEEDS INC.

By [Signature]
Its

EXHIBIT A

DEC 1986
REPORT 20-403

MONTH END CENEX AG. INC
ASSET REPORT

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BA BE
1-8295-00818	134	057	700	42	0818	68 CHEV TRUCK	4-19-82	1960	118
LOCATION TOTAL								1960	118

DEC 1986
REPORT 20-403

C E N E X A G. I N
M O N T H E N D A S S E T R E P O R T

ASSET CODE	ORG	LDC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BI
1-7749-0831X	132	061	505	42	831X	83 FORD PICKUP	4-19-82	7268	
LOCATION TOTAL								7268	

DEC 1986
REPORT 20-403

MONTH END

CENEX AG. IN
ASSET REPORT

ASSET CODE	ORG	LDC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BE
1-0010-01081	134	107	700	42	1081	NEW ENGINE FOR 1081	4-30-85	22897	82
1-7749-01107	134	107	890	42	1107	81 GMC PICK-UP	4-19-82	3921	
1-8180-0T222	134	107	700	42	T222	78 FEEDL TRAILER	4-19-82	7515	45
1-8180-0T242	134	107	700	42	T242	80 GLO TRAILER	4-19-82	14376	86
1-8295-A1095	134	107	700	42	1095	TRACTOR MODIFICATION	2-28-86	22279	208
1-8295-00821	134	107	700	42	0821	68 CHEV TRUCK	4-19-82	2287	19
1-8295-01022	134	107	700	42	1022	77 INT SOLD	4-19-82	7515	
1-8295-01049	134	107	700	42	1049	79 INT TRACTOR	11-01-83		
1-8295-01081	134	107	700	42	1081	81 INT TRACTOR	4-19-82	31366	45
1-8295-01095	134	107	700	42	1095	1979 GMC TRACTOR	10-01-85	6120	52
LOCATION TOTAL								118276	540

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MONTH END

CENEX AG. INC
ASSET REPORT

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BA BE
1-0010-01066	131	184	700	42	1066	NEW ENGINE FOR-1066	4-30-85	8624	736
1-1470-0C206	131	184	700	42	C206	76 COM DOLLY	4-19-82	1895	114
1-1470-0C210	131	184	700	42	C210	86 ALLOY DOLLY	10-15-85	3195	299
1-1470-0C216	131	184	700	42	C216	77 STAR DOLLY	4-19-82	2548	153
1-7749-01007	131	184	898	42	1007	76 GMC PICK UP	4-19-82	1601	
1-8180-0T174	131	184	700	42	T174	75 FEEDL. TRLR	4-19-82	3267	197
1-8180-TT214	131	184	700	42	T214	REPAIR TRAILER T214	10-30-85	5084	476
1-8180-0J197	131	184	700	42	T227	HYDRAULIC CONVERSION	12-31-86	8457	823
1-8180-0T181	131	184	700	42	T181	75 TMO TRAILER	4-19-82	2941	177
1-8180-0T202	131	184	700	42	T202	76 GLO TRAILER	4-19-82	4248	256
1-8180-0T214	131	184	700	42	T214	77 GLO TRAILER	4-19-82	5554	335
1-8180-0T220	131	184	700	42	T220	77 GLO TRAILER	4-19-82	5554	335
1-8180-0T221	131	184	700	42	T221	77 GLO TRAILER	4-19-82	5554	335
1-8180-0T239	131	184	700	42	T239	80 GLO TRAILER	4-19-82	14376	868
1-8180-0T240	131	184	700	42	T240	80 GLO TRAILER	4-19-82	14376	868
1-8295-A1028	131	184	700	42	1028	REBUILD ENGINE	4-15-84	11814	
1-8295-X1051	131	184	700	42	1051	79 INT TRACTOR	11-01-83		
1-8295-0J178	131	184	700	42	1064	ENGINE OVERHAUL 1064	8-30-86	10424	608
1-8295-0J196	131	184	700	42	1051	HYDRAULIC CONVERSION	12-31-86	6137	598
1-8295-00799	131	184	700	42	0799	66 INT DUMPTRUCK	4-19-82	3071	
1-8295-00858	131	184	700	42	0858	69 FRL TRACTOR	4-19-82	6208	150
1-8295-00935	131	184	700	42	0935	73 INT TRUCK	4-19-82	4900	17
1-8295-01012	131	184	700	42	1012	76 INT TRUCK	4-19-82	6898	
1-8295-01028	131	184	700	42	1028	77 WHI TRACTOR	4-19-82	16336	
1-8295-01030	131	184	700	42	1030	77 WHI TRACTOR	4-19-82	16336	
1-8295-01051	131	184	700	42	1051	NEW ENGINE FOR LEASD	2-01-85	20595	
1-8295-01064	131	184	700	42	1064	79 INT TRACTOR	4-19-82	21564	482
1-8295-01066	131	184	700	42	1066	79 INT TRACTOR	4-19-82	21564	482
1-8295-01067	131	184	700	42	1067	79 INT TRACTOR	4-19-82	21564	
1-8295-01100	131	184	700	42	1100	81 FORD TRACTOR	4-19-82	31692	726
1-8295-01101	131	184	700	42	1101	81 FORD TRACTOR	4-19-82	31692	726
1-8295-01118	131	184	700	42	1118	81 INT TRACTOR	4-19-82	31691	726
1-8295-0935A	131	184	700	42	0935	20' DUMPED FOR TRUC	11-30-86	3000	245
LOCATION TOTAL								352560	10743

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CENEX AG. INC.
MONTH END ASSET REPORT

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BAL BE I
1-1470-0C215	133	251	700	42	C215	77 CMT DOLLY	4-19-82	2026	1224
1-7749-01057	133	251	890	42	1057	78 GMC PICKUP	4-19-82	2336	
1-7749-08352	133	251	890	42	8352	83 FORD PICKUP	4-19-82	7293	
1-8180-0T176	133	251	700	42	T176	75 FEEDL TRLR	4-19-82	3267	1973
1-8180-0T243	133	251	700	42	T243	81 FEEDL TRLR	4-19-82	17316	10461
1-8295-00752	133	251	700	42	0752	65 INT TRUCK	4-19-82		
1-8295-00933	133	251	700	42	0933	73 INT TRUCK	4-19-82	6534	
1-8295-01026	133	251	700	42	1026	77 WHI TRACTOR	4-19-82	25976	
1-8295-01117	133	251	700	42	1117	81 INT TRACTOR	4-19-82	31692	7261
1-8295-0933A	133	251	700	42	0933	NEW MOTOR FOR 933	3-31-86	10841	6323
LOCATION TOTAL								107281	27245

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C E N E X A G . I N C
A S S E T R E P O R T
M O N T H E N D

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BA BE
1-1470-00C94	135	370	700	42	0C94	65 UTILITY DOLLY	4-19-82	719	43
1-7749-08328	135	370	890	42	0328	83 FORD PICKUP	4-19-82	7260	
1-7749-08368	135	370	890	42	8368	83 CHEV S10	11-30-86		
1-8180-0T148	135	370	700	42	T148	69 TMD TRAILER	4-19-82	1699	102
1-8180-0T173	135	370	700	42	T173	75 TMD TRAILER	4-19-82	2941	177
1-8180-0T177	135	370	700	42	T177	75 GLO TRAILER	4-19-82	3267	197
1-8180-0T218	135	370	700	42	T218	77 CHT TRAILER	4-19-82	5032	304
1-8180-0T611	135	370	700	42	T611	76 KRAUSE TRLR	10-01-82	11326	778
1-8295-0T135	135	370	700	42	T135	76 KRAUSE TRLR	10-01-82	20000	1374
1-8295-00068	135	370	700	42	0068	74 MAC TRUCK	10-01-82	10000	286
1-8295-01003	135	370	700	42	1003	76 INT TRACTOR	4-19-82	13722	
1-8295-01004	135	370	700	42	1004	76 INT TRACTOR	4-19-82	13722	
1-8295-01110	135	370	700	42	1110	75 INT TRACTOR	10-01-82	24009	758
1-8295-01125	135	370	700	42	1125	81 INT TRACTOR	12-30-83	45544	1453
LOCATION TOTAL								159249	5478

CLASS TOTAL 913420 30724

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C E N E X A G. I N C.
M O N T H E N D A S S E T R E P O R T

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BAL. BE D
2-4320-11554	134	057	650	41	0000	LOADING RACK W/ARMS	1-10-82	3408	2342
2-4320-14098	134	057	650	41	0000	LOADING RACK	1-10-82	1281	880
2-7850-11546	134	057	650	41	0000	20000 GAL TANK	1-10-82	2045	1406
2-7850-11547	134	057	650	41	0000	20000 GAL TANK	1-10-82	2045	1406
2-7850-11552	134	057	650	41	0000	6000 GAL TANK	1-10-82	852	585
2-7850-11553	134	057	650	41	0000	6000 GAL TANK	1-10-82	852	585
LOCATION TOTAL								10483	7206

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MONTH END C E N E X A S S E T A G . I N C R E P O R T

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BA BE
2-0580-0J042	134	107	650	42	0000	BOILER THERMO CONTRO	1-31-83	704	48
2-0580-00546	134	107	650	42	0000	BOILERS	4-19-82	7415	448
2-0800-0J052	134	107	650	42	0000	AIR UNLOADER	6-15-84	2776	213
2-1000-0J060	134	107	650	42	0000	GRAIN CLEANER	12-20-83	28942	2230
2-1000-07569	134	107	650	42	0000	CLEANER	4-19-82	546	32
2-1120-0J040	134	107	650	42	0000	COMPRESSOR	4-01-83	5813	399
2-1120-0J87F	134	107	650	42	0000	COMPRESSOR	9-25-84	11212	864
2-1120-13813	134	107	650	42	0000	AIR COMPRESSOR	4-19-82	3260	196
2-1150-0J87P	134	107	650	42	0000	CONVEYER	9-25-84	1146	88
2-1150-10150	134	107	650	42	0000	TEXTURIZ CONV EQUIP	4-19-82	1589	96
2-1150-12877	134	107	650	42	0000	CONVEYOR	4-19-82	1725	104
2-1280-14123	134	107	650	42	0000	PELLET CYCLONE	4-19-82	9243	558
2-1640-0J152	134	107	650	42	0000	COMPRESSED AIR DRYER	3-30-86	4110	385
2-1900-0J030	134	107	650	42	0000	ELEVATOR REPAIR	11-30-82	4072	279
2-1900-12876	134	107	650	42	0000	RECEIVING ELEVATOR	4-19-82	17378	1049
2-1910-0J013	134	107	650	42	0000	GRIND LEG/TURNHEAD	11-30-82	19108	1313
2-1910-0J051	134	107	650	42	0000	ELECTRIC TURNHEADS	4-25-85	14057	1200
2-1910-0J183	134	107	650	42	0000	ELECTRIC TURNHEAD	9-30-86	8905	834
2-2931-0J050	134	107	650	42	0000	HAMMERMILL PRESS REL	7-31-83	5564	382
2-2931-09617	134	107	650	42	0000	HAMMERMILL	4-19-82	2218	134
2-4310-0J094	134	107	650	42	0000	NEW BOBCAT ENGINE	11-10-83	3680	
2-4310-0J141	134	107	650	42	0000	NEW BOBCAT ENGINE	9-01-85	5959	
2-4310-0J166	134	107	650	42	0000	NEW BOBCAT MOTOR	3-30-86	2900	
2-4310-07380	134	107	650	42	0000	1979 BOBCAT	4-19-82	3883	
2-4310-07596	134	107	650	42	0000	1960 HYSTER	4-19-82		
2-4310-07634	134	107	650	42	0000	1963 ALLIS CHALMERS	4-19-82	1165	70
2-4310-07669	134	107	650	42	7669	74 HYSTER H25E	4-19-82	3463	209
2-4370-0J162	134	107	650	42	0000	MINERAL INJECTOR	8-30-86	2794	261
2-4370-07555	134	107	650	42	0000	MILL MACHINERY	4-19-82	477	28
2-4480-10250	134	107	650	42	0000	METER & PUMP	4-19-82	255	15
2-4490-0J136	134	107	650	42	0000	INGREDIENT STORAGE	2-25-86	216758	20321
2-4490-0J145	134	107	650	42	0000	COTTON HANDLING EQUI	2-28-86	22167	2078
2-4490-0J174	134	107	650	42	0000	REPEAT CONTROLLER	9-30-86	47656	4467
2-4490-0J87D	134	107	650	42	0000	MISC. MILL EQUIPMENT	9-25-84	5162	397
2-4490-0J87R	134	107	650	42	0000	LOAD-OUT SYSTEM	9-24-84	66595	5133
2-4490-01819	134	107	650	42	0000	MILL EQUIP	4-19-82	68179	4119
2-4550-0J012	134	107	650	42	0000	LIQ. FD. MIXING	4-30-83	15452	1062
2-4650-09618	134	107	650	42	0000	100 HP MOTOR	4-19-82	833	50

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C E N E X A G . I N C .
M O N T H E N D A S S E T R E P O R T

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BAL BE D
2-5620-0J87G	134	107	650	42	0000	CONTROL PANELS	9-25-84	38578	29737
2-5750-12204	134	107	650	42	0000	PELLET MILL	4-19-82	40939	24733
2-5751-0J061	134	107	650	42	0000	USED COOLER	5-30-84	11244	8667
2-6581-12465	134	107	650	42	0000	ROLLER MILL	4-19-82	39183	23672
2-7030-0J87L	134	107	650	42	0000	SCALE PRINTER	9-25-84	8620	6644
2-7030-02523	134	107	650	42	0000	SCALES	4-19-82	1790	1081
2-7070-07572	134	107	650	42	0000	SCALPERS	4-19-82	2281	1378
2-7150-0J87K	134	107	650	42	0000	ROTEX SCREEN MACHINE	9-25-84	105319	81183
2-7280-10149	134	107	650	42	0000	ELBA POWER SHOVEL	4-19-82	305	184
2-7480-0J014	134	107	650	42	0000	SPOUTINGS/BIN REPAIR	11-30-82	4580	3148
2-7480-0J140	134	107	650	42	0000	SPOUTING	9-30-85	5326	4549
2-7480-07592	134	107	650	42	0000	SPOUTING	4-19-82	1410	851
2-7850-0J039	134	107	650	42	0000	FAT TANK INSULATION	11-10-83	8299	6397
2-7850-03242	134	107	650	42	0000	TANKS	4-19-82	60296	36429
2-8200-0J87H	134	107	650	42	0000	DISTRIBUTORS	9-25-84	13985	10780
2-8650-14196	134	107	650	42	0000	VALVE BLOW DOWN	4-19-82	3087	1864
2-9100-14167	134	107	650	42	0000	WATER SOFTNER	4-19-82	3328	2010
2-9250-00J41	134	107	650	42	0000	TRUCK WASHER	5-01-83	5665	3894
2-9400-0J015	134	107	650	42	0000	RAILROAD REPAIR	11-30-82	6613	4546
2-9900-0J87E	134	107	650	42	0000	VALVES	9-25-84	2214	1706
2-9900-0J87M	134	107	650	42	0000	SWITCHES	9-25-84	376	289
2-9900-0J87N	134	107	650	42	0000	COTTON AUGER	9-25-84	8976	6919
2-9900-0J87Z	134	107	650	42	0000	TEXTURIZING SYSTEM	9-30-85	10933	9338
2-9900-00001	134	107	650	42	0000	CAP. INTEREST JOB 00	9-30-84	20527	16510
2-9900-00621	134	107	650	42	0000	MISC EQUIPMENT	4-19-82	365	220
LOCATION TOTAL								1021400	777531

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MONTH END

CENEX AG. INC.
ASSET REPORT

ASSET CODE	ORG	LDC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BAL BE C
2-0020-0J76B	131	184	650	42	0000	CAPITILIZED INTEREST	4-10-85	17542	14983
2-0140-0J76D	131	184	650	42	0000	AIR LIFT	4-10-85	11840	10113
2-0420-00429	131	184	650	42	0000	INDICATOR	4-19-82	157	94
2-0440-0J011	131	184	650	42	0000	CAP BIN TOPS	12-30-82	26686	18346
2-0440-00476	131	184	650	42	0000	BINS	4-19-82	327	197
2-0580-00556	131	184	650	42	0000	BOILERS	4-19-82	3438	2077
2-0800-00605	131	184	650	42	0000	CAR UNLOADING UNIT	4-19-82	4183	2527
2-0910-00623	131	184	650	42	0000	CAR HAUL	4-19-82	469	283
2-1000-0J055	131	184	650	42	0000	GRAIN CLEANER	11-15-83	26299	20272
2-1000-0J76C	131	184	650	42	0000	ROTEX CLEANER	4-10-85	31753	27122
2-1120-00776	131	184	650	42	0000	COMPRESSORS	4-19-82	1842	1112
2-1150-0J135	131	184	650	42	0000	CONVEYER	11-15-85	3618	3391
2-1150-0J76F	131	184	650	42	0000	CONVEYOR SYSTEM	4-10-85	76821	65617
2-1150-00842	131	184	650	42	0000	CONVEYORS	4-19-82	5420	3274
2-1160-0J032	131	184	650	42	0000	STEAM CONVERSION	11-15-83	56635	43656
2-1160-0J184	131	184	650	42	0000	STEAM CHAMBER	12-30-86	4601	4581
2-1280-09621	131	184	650	42	0000	ROLLED FEED CYCLONE	4-19-82	10800	6523
2-1640-01076	131	184	650	42	0000	DRYER	4-19-82	9515	5748
2-1655-0J163	131	184	650	42	0000	AIR SYSTEM	6-30-86	1855	1739
2-1700-01091	131	184	650	42	0000	DUST COLLECTOR	4-19-82	4740	2863
2-1720-09130	131	184	650	42	0000	DYNOMETER	4-19-82	662	399
2-1900-01116	131	184	650	42	0000	ELEVATORS	4-19-82	1848	1116
2-1910-0J056	131	184	650	42	0000	SWITCHES ON ELEVATOR	5-25-84	4397	3389
2-1960-10203	131	184	650	42	0000	FEED BAG SYSTEM	4-19-82	8812	5323
2-2160-01266	131	184	650	42	0000	FAT MIXING UNIT	4-19-82	2824	1701
2-2200-0J077	131	184	650	42	0000	FEEDER LINE COTTONSE	8-29-84	9419	7260
2-2200-0J77A	131	184	650	42	0000	FEEDER LINE COTTONSE	1-20-85	805	661
2-2200-01273	131	184	650	42	0000	FEEDERS	4-19-82	3078	1858
2-2200-12870	131	184	650	42	0000	TEXTURIZER LINE	4-19-82	11024	6660
2-2250-07404	131	184	650	42	0000	FILTERS	4-19-82	763	460
2-2460-01324	131	184	650	42	0000	GARAGE EQUIPMENT	4-19-82	1687	1019
2-2750-01396	131	184	650	42	0000	GRINDERS	4-19-82	2581	1559
2-2931-0J078	131	184	650	42	0000	PARTS FOR HAMMERMILL	4-30-86	27373	25667
2-2931-10444	131	184	650	42	0000	HAMMERMILL	4-19-82	727	439
2-3080-01500	131	184	650	42	0000	HOIST	4-19-82	186	111
2-3100-10201	131	184	650	42	0000	HOPPER	4-19-82	551	331
2-3100-12824	131	184	650	42	0000	SOIL ANALYSIS	4-19-82	1532	921
2-3650-01600	131	184	650	42	0000	JACKS	4-19-82	150	90

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C E N E X A S S E T A G . I N C .
M O N T H E N D R E P O R T

ASSET CODE	DRG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	CDST	BAL BE 0
2-4080-01686	131	184	650	42	0000	LATHE	4-19-82	252	151
2-4310-A7606	131	184	650	42	0000	STEER AXLE ASSY	9-13-85	2911	2486
2-4310-07567	131	184	650	42	0000	1961 HYSTER	4-19-82		
2-4310-07581	131	184	650	42	0000	1960 HYSTER XA60	4-19-82	1176	234
2-4310-07605	131	184	650	42	0000	1964 HYSTER S20A	4-19-82	1634	
2-4310-07606	131	184	650	42	0000	1965 HYSTER S30A	4-19-82	1765	603
2-4310-07636	131	184	650	42	0000	62 CLARK C-2	10-01-82		
2-4310-07644	131	184	650	42	0000	1966 HYSTER S25A	4-19-82	1764	
2-4310-07658	131	184	650	42	0000	74 HYSTER S500	4-19-82	2777	
2-4310-07673	131	184	650	42	0000	1975 HYSTER H25E	4-19-82	3594	
2-4310-07674	131	184	650	42	0000	1975 HYSTER H25E	4-19-82	3594	
2-4310-07688	131	184	650	42	7688	78 HYSTER H25E	4-19-82	6200	
2-4310-07689	131	184	650	42	7689	78 HYSTER H25E	4-19-82	6349	
2-4310-07800	131	184	650	42	7800	82 HYSTER H30EP	1-01-83	21196	
2-4310-07969	131	184	650	42	7969	1973 HYDRAMAC LOADER	3-01-84	3250	
2-4330-01760	131	184	650	42	0000	LUBRICATORS	4-19-82	612	369
2-4370-0J079	131	184	650	42	0000	9TH FLOOR AUGER	12-20-83	10365	7989
2-4370-0J177	131	184	650	42	0000	MINERAL INJECTOR	12-30-86	2281	2271
2-4370-01764	131	184	650	42	0000	MACHINERY	4-19-82	15038	9085
2-4490-0J044	131	184	650	42	0000	IMPROVE PKG EQUIP	11-10-83	72616	55974
2-4490-0J146	131	184	650	42	0000	COTTON HANDLING EQUI	3-31-86	23915	22420
2-4490-01822	131	184	650	42	0000	MILL	4-19-82	63139	38168
2-4550-01870	131	184	650	42	0000	MIXERS	4-19-82	385	232
2-4650-0J107	131	184	650	42	0000	PELLET MACHINE MOTOR	9-25-84	3212	2475
2-4650-01916	131	184	650	42	0000	MOTORS	4-19-82	1051	634
2-5620-01996	131	184	650	42	0000	POWER PANELS	4-19-82	727	439
2-5750-10605	131	184	650	42	0000	PELLET MILL	4-19-82	32681	19744
2-5751-0J095	131	184	650	42	0000	COOLER MODEL 9.625	2-01-85	18492	15792
2-5751-10303	131	184	650	42	0000	PELLET COOLER	4-19-82	2052	1239
2-5760-02018	131	184	650	42	0000	PELLET MODERNIZATION	4-19-82	1935	1168
2-6130-10413	131	184	650	42	0000	FUEL PUMP-GASBOY	4-19-82	556	330
2-6400-02422	131	184	650	42	0000	REFRIGERATION	4-19-82	717	433
2-6581-0J144	131	184	650	42	0000	18X48 UTAH FOR STM R	9-30-85	8385	7162
2-7030-0J038	131	184	650	42	0000	USED SCALE	11-30-82	1278	917
2-7030-0J768	131	184	650	42	0000	SCALE W/HOUSE	4-10-85	43092	36807
2-7030-02629	131	184	650	42	0000	SCALES	4-19-82	6310	3817
2-7030-12001	131	184	650	42	0000	PORTABLE SCALE	4-30-82	534	367
2-7070-11223	131	184	650	42	0000	ROTARY SCALPER	4-19-82	863	527

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ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BA BE
2-7150-09913	131	184	650	42	0000	ROTEX SCREENER	4-19-82	1551	93
2-7230-0J024	131	184	650	42	0000	SEWING MACHINE	12-30-82	9329	64
2-7230-0J132	131	184	650	42	0000	SEWING MACHINE HEAD	9-30-85	2032	17
2-7230-0J157	131	184	650	42	0000	OVERHAUL SEWING MACH	3-30-86	1363	12
2-7230-0J199	131	184	650	42	0000	SEWING MACHINE	12-31-86	3179	31
2-7230-02837	131	184	650	42	0000	SEWING MACHINES	4-19-82	259	1
2-7260-10000	131	184	650	42	0000	5X7 ROTEX SHAKER	4-19-82	265	1
2-7280-02889	131	184	650	42	0000	SHOVELS	4-19-82	243	1
2-7290-02893	131	184	650	42	0000	SIFTER	4-19-82	246	1
2-7480-02987	131	184	650	42	0000	SPDUTING & MISC MILL	4-19-82	584	3
2-7630-03159	131	184	650	42	0000	STARTERS	4-19-82	152	
2-7850-03354	131	184	650	42	0000	TANKS	4-19-82	3691	22
2-7970-10338	131	184	650	42	0000	TICKOMETER	4-19-82	331	1
2-8140-03855	131	184	650	42	0000	TOOL	4-19-82	202	1
2-9250-0J187	131	184	650	42	0000	TRUCK WASHER TWS415	6-30-86	3124	29
2-9400-0J017	131	184	650	42	0000	RAILROAD REPAIR	11-30-82	7105	48
2-9900-0J093	131	184	650	42	0000	CLARK LITTER VAC	11-25-83	1838	14
2-9900-0J76E	131	184	650	42	0000	LIQUID APPLICATOR	4-10-85	22380	191
2-9900-02791	131	184	650	42	0000	MISC EQUIPMENT	4-19-82	1650	9
2-9950-12000	131	184	650	42	0000	ROLLING STOCK ERRDR	4-19-82	42671	257
LOCATION TOTAL								845853	5976

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A S S E T R E P O R T

ASSET CODE	DRG	LCC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BAL BE DI
2-0420-0J003	133	251	650	42	0000	BINDICATORS	7-31-83	5799	3986.
2-0440-0J023	133	251	650	42	0000	HOLDING BINS	2-28-83	5735	3942.
2-0580-0J062	133	251	650	42	0000	NEW BOILER	2-20-84	32504	25055.
2-1000-10632	133	251	650	42	0000	WHIRLY FEED CLEANER	4-19-82	1087	656.
2-1150-0J160	133	251	650	42	0000	CONVEYER FOR ROLL CO	9-30-86	5730	5371.
2-1150-00868	133	251	650	42	0000	CONVEYOR	4-19-82	14398	8698.
2-1160-12893	133	251	650	42	0000	STEAM CONDITIONER	4-19-82	6273	3790.
2-1280-0J067	133	251	650	42	0000	THREE CYCLONES	9-30-85	10538	9066.
2-1280-09929	133	251	650	42	0000	CYCLONE	4-19-82	190	114.
2-1640-07689	133	251	650	42	0000	DRYER	4-19-82	7541	4556.
2-1900-01128	133	251	650	42	0000	ELEVATOR	4-19-82	3587	2166.
2-1910-0J002	133	251	650	42	0000	TRANSFER LEG/TURNHEA	12-30-82	25770	17716.
2-1910-0J004	133	251	650	42	0000	ROOF/TURNHEAD	7-31-83	17775	12220.
2-1910-09954	133	251	650	42	0000	ELEVATOR LEG	4-19-82	14005	8460.
2-2750-00948	133	251	650	42	0000	TUB GRINDER	4-19-82	10490	6337.
2-2931-0J018	133	251	650	42	0000	HAMMERMILL	12-30-82	6040	4152.
2-2931-11338	133	251	650	42	0000	HAMMERMILL	4-19-82	24410	14747.
2-3100-09909	133	251	650	42	0000	HOPPER COMPLEX	4-19-82	5658	3418.
2-4310-07381	133	251	650	42	7381	79 CLARK 825	4-19-82		
2-4310-07672	133	251	650	42	0000	1962 CLARK FORKLIFT	4-19-82	1634	987.
2-4310-07687	133	251	650	42	7687	78 HYSTER H25E	4-19-82	6200	3745.
2-4450-09949	133	251	650	42	0000	4 TON MIXER	4-19-82	3839	2319.
2-4490-0J046	133	251	650	42	0000	LOADOUT BIN SUPP	4-30-83	3502	2407.
2-4490-0J148	133	251	650	42	0000	WCS HANDLING	4-30-86	2380	2231.
2-4490-00148	133	251	650	42	0000	WCS HANDLING	6-30-86	1935	1814.
2-4490-01841	133	251	650	42	0000	MILL EQUIP	4-19-82	68865	41606.
2-4650-0J001	133	251	650	42	0000	GEARHEAD MOTOR	11-30-82	4890	3361.
2-4650-0J127	133	251	650	42	0000	TOSHIBA ELECTRIC MOT	2-01-85	4300	3672.
2-5750-09623	133	251	650	42	0000	PELLET MILL	4-19-82	14001	8459.
2-6130-08032	133	251	650	42	0000	PUMP	4-19-82	491	297.
2-6580-09097	133	251	650	42	0000	ROLLER MILL & SYSTEM	4-19-82	1381	833.
2-7030-0J068	133	251	650	42	0000	SCALE REPAIR	7-31-83	6734	4629.
2-7030-02687	133	251	650	42	0000	SCALE	4-19-82	5298	3200.
2-7040-07424	133	251	650	42	0000	FEED MILL EQUIPMENT	4-19-82	363	219.
2-7480-0J005	133	251	650	42	0000	SPOUTINGS/BIN BOTTOM	5-31-83	4816	3311.
2-7480-10400	133	251	650	42	0000	SPOUTING	4-19-82	2046	1236.
2-7850-0J153	133	251	650	42	0000	REPAIR/REPLACE TANKS	3-30-86	18027	16900.
2-7850-14091	133	251	650	42	0000	LIQ VEG OIL SYSTEM	4-19-82	11401	6888.

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ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BAL BE D
2-8345-0J047	133	251	650	42	0000	REBUILD HAY MOVER EN	8-29-84	3745	2886
2-8345-09886	133	251	650	42	7587	HAY SQUEEZE MOVER	4-19-82	1726	1042
2-9100-14197	133	251	650	42	0000	WATER SOFTNER	4-19-82	2763	1669
2-9250-0J104	133	251	650	42	0000	POWER WASHER	8-29-84	4101	3161
2-9900-0J138	133	251	650	42	0000	INSULATE STEAM LINES	4-30-86	2380	2231
2-9900-01302	133	251	650	42	0000	MISC EQUIPMENT	4-19-82	495	298
LOCATION TOTAL								374843	253873

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ASSET CODE	URG	LUC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BE
2-0135-13850	132	362	650	42	0000	AIR LOCK TO #4 SCALE	4-19-82	503	30
2-1120-0J113	132	362	650	42	0000	AIR COMPRESSOR QNW-C	2-01-85	6611	56
2-1120-12447	132	362	650	42	0000	COMPRESSOR	4-19-82	3970	23
2-1150-14195	132	362	650	42	0000	CONVEYOR BELT	4-19-82	1212	7
2-1280-09965	132	362	650	42	0000	CYCLONE	4-19-82	4384	26
2-1655-09967	132	362	650	42	0000	AIR DUCTS	4-19-82	333	20
2-2160-0J133	132	362	650	42	0000	FAT SYSTEM	4-30-86	3041	28
2-2200-0J009	132	362	650	42	0000	REROUTE PREMIX LINE	6-15-84	9648	74
2-2200-0J016	132	362	650	42	0000	TEXTURIZING SYSTEM	7-31-83	2369	16
2-2250-09625	132	362	650	42	0000	PULSAIR BAG FILTER	4-19-82	9040	54
2-2540-01334	132	362	650	42	0000	GAS STATION	4-19-82	239	1
2-4310-07382	132	362	650	42	0000	1977 BOBCAT	4-19-82	3920	23
2-4310-07526	132	362	650	42	0000	1960 HYSTER	4-19-82	1830	11
2-4370-0J007	132	362	650	42	0000	SUCTION HOOD	2-28-83	3600	24
2-4490-0J121	132	362	650	42	0000	BATCH CONTROLLER	9-30-85	87614	748
2-4490-00121	132	362	650	42	0000	ADD'L COST BATCH CON	2-28-86	7480	70
2-4490-01847	132	362	650	42	0000	MILL	4-19-82	99426	600
2-4650-0J102	132	362	650	42	0000	MOTOR FOR #2 PELLET	5-05-84	750	5
2-4650-10409	132	362	650	42	0000	MOTOR	4-19-82	6907	41
2-5750-10410	132	362	650	42	0000	PELLET MILL	4-19-82	9968	60
2-5751-0J075	132	362	650	42	0000	ROLLED GRAIN COOLER	8-29-84	4459	34
2-5751-0J167	132	362	650	42	0000	GRAIN COOLER	6-30-86	5737	53
2-6130-07405	132	362	650	42	0000	SUMP PUMP	4-19-82	524	3
2-6581-12448	132	362	650	42	0000	ROLLER MILL	4-19-82	27595	166
2-7031-10510	132	362	650	42	0000	INDICATOR-PRINTER	4-19-82	1542	9
2-7290-02894	132	362	650	42	0000	SIFTER	4-19-82	770	4
2-7480-0J008	132	362	650	42	0000	SPOUTINGS/BIN REPAIR	5-20-84	4958	38
2-7850-0J006	132	362	650	42	0000	LIQUID STORAGE	2-28-83	935	6
2-7850-0J101	132	362	650	42	0000	METER FOR FAT TANK	5-02-84	992	7
2-7850-00J57	132	362	650	42	0000	FAT TANK	9-13-83	9019	62
2-7850-03591	132	362	650	42	0000	TANKS	4-19-82	1582	9
2-8200-04021	132	362	650	42	0000	TRANSFORMERS	4-19-82	1487	8
2-8344-11730	132	362	650	42	0000	ROTATOR ON HYSTER	4-19-82	2290	13
2-8730-14194	132	362	650	42	0000	VIBRATOR RAILCAR	4-19-82	420	2
2-9250-0J130	132	362	650	42	0000	POWER WASHER	4-30-85	1700	14
2-9900-0J112	132	362	650	42	0000	RECEIVING BELT	9-30-85	2697	23
2-9900-0J129	132	362	650	42	0000	VARIABLE SPEED DRIVE	4-30-85	1160	9
2-9900-00544	132	362	650	42	0000	MISC EQUIPMENT	4-19-82	293	1

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ASSET CODE	DRG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BA BE
2-0140-00010	135	370	650	42	0000	AIR LIFTS	10-19-82	8009	550
2-0420-00011	135	370	650	42	0000	BINDICATORS	10-19-82	4147	285
2-0440-0J105	135	370	650	42	0000	BIN BOTTOM	8-29-84	886	68
2-0440-0J111	135	370	650	42	0000	#3 BIN BOTTOM	1-30-86	894	83
2-0440-0J134	135	370	650	42	0000	#15 BIN BOTTOM	1-30-86	840	78
2-0440-00012	135	370	650	42	0000	BINS	10-19-82	136	9
2-0550-00013	135	370	650	42	0000	BLOWERS	10-19-82	2914	200
2-0580-00014	135	370	650	42	0000	BOILERS	10-19-82	22365	1537
2-1120-0J096	135	370	650	42	0000	USED AIR COMPRESSOR	3-15-84	1769	136
2-1120-00015	135	370	650	42	0000	AIR COMPRESSORS	10-19-82	1293	88
2-1150-00016	135	370	650	42	0000	CONVEYERS	10-19-82	4590	315
2-1160-00017	135	370	650	42	0000	CONDITIONERS	10-19-82	8246	566
2-1280-00018	135	370	650	42	0000	CYCLONES	10-19-82	5161	354
2-1655-0J161	135	370	650	42	0000	STAINLESS STEEL DUCT	4-30-86	3844	360
2-1900-0J119	135	370	650	42	0000	ELEVATOR BELT	1-30-86	3333	312
2-1900-0J122	135	370	650	42	0000	ELEVATOR LEG	1-30-86	44218	4145
2-1900-00019	135	370	650	42	0000	ELEVATORS	10-19-82	23446	1611
2-2200-00020	135	370	650	42	0000	FEED TEXTURIZER	10-19-82	13746	945
2-2300-00021	135	370	650	42	0000	FIRE EXTINGUISHER	10-19-82	472	32
2-2931-00022	135	370	650	42	0000	HAMMERMILLS	10-19-82	13146	903
2-3080-00023	135	370	650	42	0000	HOISTS	10-19-82	3665	251
2-4310-07364	135	370	650	42	7364	77 BOBCAT REPAIR	2-01-85	4142	
2-4310-00024	135	370	650	42	0000	LIFTTRUCKS	10-19-82	13485	927
2-4310-07364	135	370	650	42	7364	77 BOBCAT	4-19-82	3921	
2-4310-07525	135	370	650	42	7525	55 HYSTER QN 20	4-19-82	490	33
2-4310-07702	135	370	650	42	7702	80 HYSTER	10-01-82	12500	859
2-4370-0J086	135	370	650	42	0000	NEW BELT INSTALLATIO	8-01-83	398	27
2-4370-0J110	135	370	650	42	0000	AUGER SYSTEM	2-01-85	12214	1043
2-4370-00025	135	370	650	42	0000	MILL MACHINERY	10-19-82	32449	2230
2-4390-00026	135	370	650	42	0000	MAGNETS	10-19-82	773	53
2-4490-00027	135	370	650	42	0000	MILL EQUIPMENT	10-19-82	135454	9312
2-4550-00028	135	370	650	42	0000	MIXERS	10-19-82	9374	644
2-4650-00029	135	370	650	42	0000	MOTORS	10-19-82	27264	1874
2-5620-0J100	135	370	650	42	0000	TELETYPE	8-29-84	3408	272
2-5750-0J098	135	370	650	42	0000	PELLET MILL	5-15-84	5207	401
2-5750-00030	135	370	650	42	0000	PELLET MILLS	10-19-82	33081	2274
2-5750-00043	135	370	650	42	0000	PELLET MILL	10-19-82	509850	35052
2-5751-00031	135	370	650	42	0000	PELLET MILL COOLER	10-19-82	15854	1089

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ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BE
2-6130-0J099	135	370	650	42	0000	PUMP W/CART	6-15-84	896	60
2-6130-00001	135	370	650	42	0000	PUMPS	10-01-82	4500	300
2-6130-00032	135	370	650	42	0000	PUMPS	10-19-82	3625	270
2-6581-00033	135	370	650	42	0000	ROLLER MILLS	10-19-82	6067	410
2-7030-00034	135	370	650	42	0000	SCALES	10-19-82	7261	490
2-7230-00035	135	370	650	42	0000	SEWING MACHINE	10-19-82	756	50
2-7260-0J159	135	370	650	42	0000	ROTO SHAKER W/MOTOR	9-30-86	17287	1620
2-7260-00036	135	370	650	42	0000	SHAKERS	10-19-82	6676	450
2-7280-00037	135	370	650	42	0000	SHOVELS	10-19-82	478	30
2-7480-0J124	135	370	650	42	0000	SPOUTING/30T TANK	4-30-85	2044	170
2-7480-0J139	135	370	650	42	0000	SPROUTING/GRAIN REC.	1-30-86	4343	400
2-7480-00038	135	370	650	42	0000	SPOUTINGS	10-19-82	597	40
2-7850-0J123	135	370	650	42	0000	FAT TANK	4-30-86	23029	2150
2-7850-00039	135	370	650	42	0000	TANKS	10-19-82	15153	1040
2-9090-00040	135	370	650	42	0000	WATER SYSTEM	10-19-82	1150	70
2-9100-00041	135	370	650	42	0000	WATER SOFTENER	10-19-82	2169	140
2-9200-0J035	135	370	650	42	0000	WELDER	2-28-83	648	40
2-9400-0J137	135	370	650	42	0000	RAILROAD DERAIL	1-30-86	1254	110
2-9535-00J28	135	370	650	42	0000	GRAIN BINS	5-01-83	194812	13390
2-9900-0J128	135	370	650	42	0000	AUGER	4-30-85	1823	150
2-9900-0J131	135	370	650	42	0000	KEYLOCK SYSTEM INSTA	3-30-86	6967	650
2-9900-00042	135	370	650	42	0000	MISC-EQUIPMENT	10-19-82	3148	210
2-9900-11039	135	370	650	42	0000	KEYLOCK SYS. SEQUIM	4-19-82	3684	220
LOCATION TOTAL								1295351	91520
CLASS TOTAL								3878935	278660

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ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	B
4-0120-19002	711	001	893	99	0000	MICROWAVE	4-19-82	439	
4-0120-19003	711	001	893	99	0000	REFRIGERATOR	4-19-82	608	
4-0600-15009	711	001	893	99	0000	SHELVING	4-19-82	475	
4-0600-15011	711	001	893	99	0000	BOOKCASES	4-19-82	1530	
4-0810-15010	711	001	893	99	0000	STORAGE CABINETS	4-19-82	400	
4-0820-15007	711	001	893	99	0000	CALCULATORS	4-19-82	1765	1
4-0920-15006	711	001	893	99	0000	UPHOLSTERED CHAIRS	4-19-82	200	
4-0920-18000	711	001	893	99	0000	MANAGERS CHAIRS	4-19-82	2866	1
4-0920-18001	711	001	893	99	0000	CLERICAL CHAIRS	4-19-82	5219	3
4-0920-18002	711	001	893	99	0000	STENO CHAIRS	4-19-82	3262	1
4-0920-18003	711	001	893	99	0000	ARMCHAIRS W/GLIDES	4-19-82		
4-0920-18004	711	001	893	99	0000	ARMCHAIRS W/CASTERS	4-19-82	5501	3
4-0920-18005	711	001	893	99	0000	ARMLESS CHAIRS W/GLI	4-19-82	165	
4-0920-18018	711	001	893	99	0000	MANAGER CHAIR	4-19-82	536	
4-0920-18019	711	001	893	99	0000	LUNCHROOM CHAIRS	4-19-82	533	
4-0920-18021	711	001	893	99	0000	SIDE CHAIRS	4-19-82	598	
4-0920-19008	711	001	893	99	0000	SOFA	6-15-83	1012	
4-0920-19009	711	001	893	99	0000	2 TEAK COFFEE TABLES	6-30-83	201	
4-1100-13397	711	001	893	99	LEAS	COPIER NP400AF	5-01-83		
4-1100-15013	711	001	893	99	0000	PROJECTORS	4-19-82	555	
4-1100-15014	711	001	893	99	0000	ELECTRONIC SCALE	4-19-82	600	
4-1100-15015	711	001	893	99	0000	MISC EQUIPMENT	4-19-82	286	
4-1100-15016	711	001	893	99	0000	EXPO. PORTABLE DISPLA	4-19-82	1200	
4-1100-15017	711	001	893	99	0000	MICROF. EQUIPMENT	4-19-82	1075	
4-1100-15018	711	001	893	99	0000	T1 COMPUTER TERMINAL	4-19-82	1200	
4-1100-15019	711	001	893	99	0000	SAVIN COPIER	4-19-82		
4-1100-15020	711	001	893	99	0000	QWIP TELECOPIER	4-19-82	500	
4-1100-19000	711	001	893	99	0000	MAILING MACHINE	4-19-82	2660	1
4-1100-19004	711	001	893	99	0000	CHECKSIGNER	4-19-82	1215	
4-1100-19007	711	001	893	99	0000	USED KEYPUNCH MACHIN	6-13-83	3021	2
4-1380-18006	711	001	893	99	0000	CORDOVAN DESKS	4-19-82	4280	2
4-1380-18008	711	001	893	99	0000	TABLE DESKS	4-19-82	4768	2
4-1380-18009	711	001	893	99	0000	DESK PEDESTALS	4-19-82	8126	4
4-1380-18010	711	001	893	99	0000	MANAGER DESK	4-19-82	1204	
4-1380-18011	711	001	893	99	0000	TW RETURNS STENO	4-19-82	1186	
4-1380-18012	711	001	893	99	0000	STENO PEDESTALS	4-19-82	1509	
4-2220-15001	711	001	893	99	0000	FILING CABINETS	4-19-82	591	
4-2220-15002	711	001	893	99	0000	4-DR. CABINETS	4-19-82	1200	

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MONTH END CENEX AG. IN
ASSET REPORT

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	B BE
4-2220-15003	711	001	893	99	0000	2-DR. CABINETS	4-19-82	1893	11
4-2220-15005	711	001	893	99	0000	5-DR. CABINETS	4-19-82	330	1
4-2220-18007	711	001	893	99	0000	CREDENZAS	4-19-82	4388	26
4-2220-18013	711	001	893	99	0000	LETTER FILE-CABINETS	4-19-82	4283	25
4-2220-18014	711	001	893	99	0000	LEGAL FILE CABINETS	4-19-82	657	3
4-2220-18015	711	001	893	99	0000	FLIPPER CABINETS	4-19-82	1504	9
4-2220-18017	711	001	893	99	0000	MANAGER CREDENZA	4-19-82	971	5
4-2220-19006	711	001	893	99	0000	STORAGE ROOM	4-19-82	3049	18
4-2430-18016	711	001	893	99	0000	W/BASKETS - TRAYS	4-19-82	1422	8
4-2500-19023	711	001	893	99	0000	PANEL SYSTEM	4-19-82	28243	170
4-5160-15012	711	001	893	99	0000	BOARDS, MATS, ETC	4-19-82	305	1
4-7820-15000	711	001	893	99	0000	WFA TABLES	4-19-82	540	3
4-7820-18020	711	001	893	99	0000	LUNCHROOM TABLES	4-19-82	1109	6
4-7820-18022	711	001	893	99	0000	CONFERENCE TABLES	4-19-82	433	2
4-8500-0J115	711	001	893	99	COMP	BRILL CORP SOFTWARE	2-01-85	32960	137
4-8500-0J147	711	001	893	99	0000	SOFTWARE FOR CDRS	3-30-86	3750	28
4-8500-15008	711	001	893	99	0000	TYPEWRITERS	4-19-82	1500	9
4-8500-19001	711	001	893	99	0000	OLIVETTI ET121	4-19-82	1242	7
4-8500-19007	711	001	893	99	0000	IBM WORDPROCESSOR	12-30-82	7860	54
4-9200-0J155	711	001	893	99	0000	CORONA/OKIDATA	5-31-86	1850	13
4-9200-0J175	711	001	893	99	0000	CORONA/OKIDATA	5-31-86	1837	13
4-9200-0J194	711	001	893	99	0000	COMPAQ PORTABLE	12-31-86	3092	30
4-9200-0J198	711	001	893	99	0000	SPERRY PC	12-31-86	4467	43
LOCATION TOTAL								168171	1003

CENEX AG. IN
MONTH END ASSET REPORT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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C E N E X A G. I N
M O N T H E N D A S S E T R E P O R T

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BE
4-0050-16003	131	184	890	42	0000	ACQUISITION	4-19-82	312	1
4-0050-16004	131	184	890	42	0000	ACQUISITION	4-19-82	451	1
4-0600-15034	131	184	890	42	0000	2 SHELF BR. BOOKCASE	4-19-82	150	1
4-0820-15032	131	184	890	42	0000	CALCULATOR-SHARP QS1	4-19-82	60	1
4-0920-15029	131	184	890	42	0000	CHAIRS	4-19-82	250	1
4-0920-17003	131	184	890	42	0000	METRO CHAIR	4-19-82	687	1
4-1100-15028	131	184	890	42	0000	SAVIN COPIER	8-13-82	1065	1
4-1380-17004	131	184	890	42	0000	METRO DESKS	4-19-82	1485	1
4-2220-15035	131	184	890	42	0000	BR. FILE CABINET 2 D	4-19-82	200	1
4-5160-15031	131	184	890	42	0000	DIVIDERS	4-19-82	60	1
4-7820-15030	131	184	890	42	0000	METAL TABLE	4-19-82	180	1
4-9200-0J171	131	184	890	42	0000	CORONA/OKIDATA	4-30-86	1837	1
LOCATION TOTAL								6737	4

MONTH END		CENEX ASSET	AG. REPORT	INC
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CENEX AG. IN
MONTH END ASSET REPORT

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	B BE
4-0050-16002	132	362	890	42	0000	ACQUISITION	4-19-82	1183	7
4-0600-15025	132	362	890	42	0000	BOOKCASE W/GLASS DOO	4-19-82	100	
4-0810-15024	132	362	890	42	0000	CABINET W/TWO DOORS	4-19-82	60	
4-0920-15026	132	362	890	42	0000	12 STRAIGHT CHAIRS	4-19-82	300	1
4-1050-0J120	132	362	890	42	0000	TIME CLOCK	4-30-85	1509	12
4-8500-15027	132	362	890	42	0000	TYPEWRITER 4425464	4-19-82	230	1
4-9200-42539	132	362	890	42	MCRD	CORONA PC2 AYA-921	5-08-85	1912	7
4-9200-42540	132	362	890	42	MCRD	OKIDATA 192 PRINTER	5-01-85	431	1
LOCATION TOTAL								5725	33

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C E N E X A G . I
M O N T H E N D A S S E T R E P O R T

ASSET CODE	ORG	LDC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	
4-0820-00045	135	370	890	42	0000	CALCULATOR VICTOR 67	10-19-82		
4-0820-15036	135	370	890	42	0000	SHARP CS-1153	4-19-82	50	
4-0920-07007	135	370	890	42	0000	10 LUNCHROOM CHAIRS	4-19-82	267	
4-0920-17005	135	370	890	42	0000	METRO CHAIRS	4-19-82	1306	
4-0920-17008	135	370	890	42	0000	2 LUNCHROOM TABLES	4-19-82	554	
4-0920-42813	135	370	893	42	0000	MANAGER CHAIR	3-30-86		
4-1100-0J103	135	370	890	42	0000	TELEPHONE SYSTEM	8-29-84	1909	1
4-1100-0J189	135	370	890	42	0000	MINOLTA COPIER	8-31-86	1130	
4-1380-00044	135	370	890	42	0000	DESKS	10-19-82		
4-1380-17006	135	370	890	42	0000	METRO DESKS	4-19-82	2150	1
4-1380-42016	135	370	893	42	0000	TABLE DESK	3-30-86		
4-1380-42024	135	370	893	42	0000	DESK PEDESTAL	3-30-86		
4-1380-42037	135	370	893	42	0000	DESK PEDESTAL	3-30-86		
4-2430-00043	135	370	890	42	0000	MISC FURNITURE	10-19-82		
LOCATION TOTAL								7366	4

CLASS TOTAL 204097 122

Exhibit "N"

SUBLEASE
FEED/SEED EQUIPMENT AND ROLLING STOCK
CENEX AG, INC. TO LAND O'LAKES/CENEX FEEDS INC.

THIS AGREEMENT, made and entered into effective the 1st day of January, 1987, by and between CENEX AG, INC., a Delaware corporation, hereinafter called "CENEX AG", and LAND O'LAKES/CENEX FEEDS INC., a Minnesota corporation, hereinafter called "LOL/CENEX", INTERREGIONAL SERVICE CORPORATION, a Minnesota corporation, hereinafter called "ISC", and FARM CREDIT LEASING SERVICES CORPORATION, a federally chartered corporation, hereinafter called "FCL".

RECITALS

Land O'Lakes, Inc., a Minnesota corporation hereinafter referred to as "LOL", and Farmers Union Central Exchange, Incorporated, hereinafter referred to as "CENEX", are parties to a certain Joint Venture Agreement dated effective October 24, 1986, hereinafter referred to as the "Joint Venture Agreement", whereby CENEX agrees to lease, assign or sublease to LOL performing assets owned or leased by CENEX relating to the conduct of its feed and seed operations.

CENEX AG, INC. is a subsidiary of CENEX and owns and operates several feed plants which are to be leased to LOL pursuant to the Joint Venture Agreement,

LAND O'LAKES/CENEX FEEDS INC is a subsidiary of LOL and will be operating the feed plants of CENEX AG INC.

Among the seed and feed assets to be leased by CENEX AG to LOL/CENEX are items of equipment and rolling stock leased by CENEX AG from ISC and/or FCL in accordance with certain leases described in EXHIBIT A attached hereto and made a part hereof, which leases shall hereinafter be referred to as the "ISC/FCL LEASES".

IN CONSIDERATION of the foregoing, and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

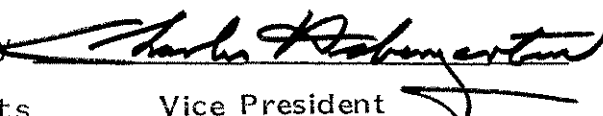
1. CENEX AG hereby leases to LOL/CENEX the items of equipment and rolling stock listed on Exhibit B attached hereto and made a part hereof, owned by ISC or FCL, all of which equipment and rolling stock shall hereinafter be referred to as the "Leased Equipment/Rolling Stock".
2. The term of this Sublease shall commence on January 1, 1987 and terminate on December 31, 1989. The term hereof shall automatically be extended for successive additional terms of one (1) year each unless either party notifies the other in writing twelve (12) months in advance of December 31, 1989, or December 31 of any year thereafter, and this Lease shall then terminate as of December 31 of the year following the giving of such notice.

3. LOL/CENEX hereby assumes the rental, maintenance, repair, insurance, licensing, and other obligations of CENEX AG under each of the ISC/FCL LEASES as the same are applicable to the Leased Equipment/Rolling Stock.
4. It is specifically agreed that should the lease term of any item of Leased Equipment/Rolling Stock terminate in accordance with the Equipment Endorsement (as defined in the ISC/FCL LEASES) therefor prior to the end of the term (initial or extended) of this Sublease, and if LOL/CENEX desires to continue to lease said item of Leased Equipment/Rolling Stock, CENEX AG at its sole option, shall either (i) purchase said Leased Equipment/Rolling Stock from ISC or FCL and continue to lease same to LOL/CENEX upon the same terms and conditions or ii) extend the term of the ISC/FCL LEASE as to said Leased Equipment/Rolling Stock until the end of the term (initial or extended) of this Sublease. If the lease term of any item of Leased Equipment/Rolling Stock terminates in accordance with the Equipment Endorsement therefor prior to the end of the term (initial or extended) of this Sublease, and if LOL/CENEX desires to discontinue leasing said item of Leased Equipment/Rolling Stock, this Sublease upon timely notice of such desire to CENEX AG, shall terminate as to such Leased Equipment/Rolling Stock and CENEX AG shall direct the disposition thereof in accordance with the terms of the applicable ISC/FCL LEASES. If mutually agreed to by all parties hereto, the ISC/FCL LEASE applicable to any item of Leased Equipment/Rolling Stock may be terminated at any time.
5. LOL/CENEX will protect, indemnify and save CENEX AG harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:
 - a) any injury to or death of any person or damage to property growing out of or connected with the use, non-use, or condition of the Leased Equipment/Rolling Stock;
 - b) violation by LOL/CENEX of any agreement or condition of this Lease;
 - c) violation by LOL/CENEX of any law, ordinance or regulation affecting the Leased Equipment/Rolling Stock, or the use thereof by LOL/CENEX.
6. If any item of Leased Equipment/Rolling Stock shall be lost or damaged beyond repair, said Leased Equipment/Rolling Stock shall be governed by the applicable provisions, including but not limited to the insurance provision, of the ISC/FCL LEASE applicable thereto.


7. Except as herein specifically agreed to, this Sublease shall at all times be subject to and governed by the terms of the ISC/FCL LEASES and the Joint Venture Agreement.
8. LOL/CENEX may not further sublease the Leased Equipment/Rolling Stock, in whole or in part, or assign its rights under this Sublease without the written consent of CENEX AG, ISC and FCL.
9. This Sublease cannot be amended or otherwise modified except by writings signed by all parties hereto. It is specifically agreed that Exhibit B may be amended from time to time, by the addition to or deletion of Leased Equipment/Rolling Stock by Addendums in the form acceptable to and signed by LOL/CENEX, CENEX AG and either ISC or FCL, as applicable.
10. By its execution hereof, ISC and FCL consent to the sublease by CENEX AG of the Leased Equipment/Rolling Stock to LOL, pursuant to the terms hereof. Notwithstanding ISC's and FCL's consent, CENEX AG shall remain fully liable for the performance of all the terms and conditions of the ISC/FCL LEASES.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed effective January 1, 1987.

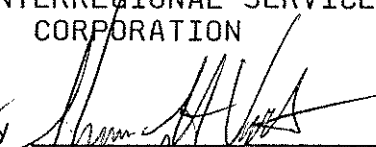
CENEX AG, INC.

By 
Its Vice President

LAND O'LAKES/CENEX FEEDS INC.

By 
Its President/Secretary

INTERREGIONAL SERVICE
CORPORATION

By 
Its Vice President

FARM CREDIT LEASING SERVICES
CORPORATION

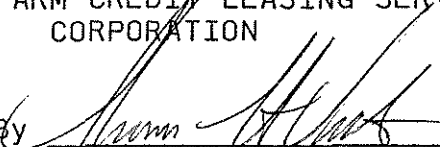
By 
Its Vice President

EXHIBIT A
LIST OF ISC/FCL LEASES

<u>Lessor</u>	<u>Name of Lease Document</u>	<u>Date of Lease</u>
Interregional Service Corporation	Master Net Lease Agreement	September 29, 1982
Farm Credit Leasing Services Corporation	Master Net Lease Agreement	September 17, 1984

1986		C E N E X	A G.	I N C.
JRT 20-403	M O N T H E N D	A S S E T	R E P O R T	B Y

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DEC 1986
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C E N E X A G . I N C
M O N T H E N D A S S E T R E P O R T

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	B/ BE
9-1470-00370	135	370	700	41	C716 80	FONT DOLLY	11-01-82	4978	
9-4310-13394	135	370	650	42	0000 81	HYSTER H25E	5-01-83	11850	
9-4310-25836	135	370	700	42	7912 86	BOBCAT 7420S	12-01-86	13744	100/6
9-7749-22650	135	370	700	41	8244 86	CHEV S-10	12-01-85	7365	
9-7749-24267	135	370	700	41	8256 86	CHEV S10	6-01-86	7647	
9-8180-00369	135	370	700	41	T715 80	FONT TRAILER	11-01-82	23238	
9-8180-13266	135	370	700	41	4506 79	ALLOY TRAILER	4-01-83	10930	
9-8180-14147	135	370	700	41	4520 83	FONT TRAILER	12-01-83	31507	
9-8295-00371	135	370	700	41	0713 80	FRL TRACTOR	11-01-82	51702	
9-8295-14083	135	370	700	41	1129 84	INT TRACTOR	1-01-84	56073	
9-8295-21007	135	370	700	41	1127 85	INT TRACTOR	3-01-85	56655	
9-8295-21942	135	370	700	41	4521 81	FRUEH TRAILER	9-30-86	9762	
9-8295-22543	135	370	700	41	1127	SCHWITZER BLOWER	6-01-85	8906	
9-9200-21106	135	370	890	42	0000 85	IBM PC XT	1-01-85	5912	
LOCATION TOTAL								300269	

CLASS TOTAL 1339065

DEPRECIABLE 13841865 99856

NON-DEP TOTAL

FINAL TOTAL 13841865 99856

LAST PAGE

MONTH	END	CENEX ASSET	A.G. REPORT	INC.
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AGINC REPORT

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DEC 1986
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C E N E X A G . I N C
M O N T H E N D A S S E T R E P O R T

ASSET CODE	ORG	LOC	ACT	PL	DETL	DESCRIPTION	DATE ACQUIRED	COST	BA BE
9-7749-22646	133	251	700	41	8251	86 CHEV S-10	12-01-85	7365	
9-8180-13212	133	251	700	41	4517	83 BULKLINER TRAILER	6-01-83	31043	
9-8180-25787	133	251	700	42	4522	85 FLATBED TRLR 26'	11-30-86	9455	
9-8295-13200	133	251	700	41	1123	83 INT TRACTOR	6-01-83	58853	
9-9100-22634	133	251	890	42	0000	85 AT&T MERLIN 410	6-01-85	3751	
9-9200-21104	133	251	890	42	0000	85 IBM PC XT	1-01-85	5912	
LOCATION TOTAL								116379	

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Exhibit "O"

LEASE
FEED/SEED EQUIPMENT AND ROLLING STOCK
FARMERS UNION CENTRAL EXCHANGE, INCORPORATED TO LAND O'LAKES, INC.

THIS AGREEMENT, made and entered into effective the 1st day of January, 1987, by and between LAND O'LAKES, INC., a Minnesota corporation, hereinafter called "LOL", and FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation, hereinafter called "CENEX".

RECITALS

LOL and CENEX are parties to a certain Joint Venture Agreement dated effective October 24, 1986, hereinafter referred to as the "Joint Venture Agreement", whereby CENEX agrees to lease, assign or sublease to LOL performing assets owned or leased by CENEX relating to the conduct of its feed and seed operations.

The parties hereto are desirous of setting forth herein the terms and agreements governing the lease of such equipment and rolling stock by CENEX to LOL.

IN CONSIDERATION of the foregoing, and of the mutual agreements hereinafter set forth, CENEX and LOL agree as follows:

1. CENEX hereby leases to LOL the items of equipment and rolling stock listed on Exhibit A attached hereto and made a part hereof, owned by CENEX, all of which equipment and rolling stock shall hereinafter be referred to as "Equipment/Rolling Stock".
2. The term of this Lease shall be for a period of one month commencing on January 1, 1987, and terminating on January 31, 1987. The term hereof may be extended by mutual agreement of the parties hereto.
3. The rent payable hereunder for the Equipment/Rolling Stock shall be determined in accordance with paragraph 5(a) of the Joint Venture Agreement.
4. All Equipment/Rolling Stock shall be and remain titled in the name of CENEX, and LOL shall be responsible for all titling and registration matters pertaining to the Equipment/Rolling Stock during the term of this Lease.

5. LOL shall be responsible for and shall pay all costs of maintenance, operation and repairs with respect to the Equipment/Rolling Stock and shall keep the Equipment/Rolling Stock in good repair and good operating condition during the term of this Lease.
6. LOL shall procure and maintain or cause to be procured and maintained continuously in effect during the term of this Lease with respect to the Equipment/Rolling Stock, the following insurance:
 - a) liability insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the operation or condition of the Equipment/Rolling Stock in amounts mutually agreed upon between the parties hereto;
 - b) collision and comprehensive physical damage insurance on each item of rolling stock leased hereunder, in amounts mutually agreed upon between the parties hereto;
 - c) property damage insurance on the equipment leased hereunder in such amounts as mutually agreed upon between the parties hereto.

All policies of insurance required hereunder shall be written in the names of LOL and CENEX as their respective interests may appear. Policies shall be endorsed to show CENEX as an additional insured. If agreed to by CENEX, LOL may be self insured with respect to risks covered hereby.

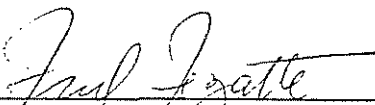
If any item of Equipment/Rolling Stock shall be lost or damaged beyond repair, LOL shall be entitled to all insurance proceeds therefor but shall pay to CENEX the fair market value or book value thereof at the time of loss, whichever is greater. The fair market value thereof shall be determined by mutual agreement between LOL and CENEX or by an appraiser mutually acceptable to LOL and CENEX.

7. Indemnification. LOL will protect, indemnify and save CENEX harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:
 - a) any injury to or death of any person or damage to property growing out of or connected with the use, non-use, or condition of the Equipment/Rolling Stock;
 - b) violation by LOL of any agreement or condition of this Lease;
 - c) violation by LOL of any law, ordinance or regulation affecting the Equipment/Rolling Stock, or the use thereof by LOL.



8. Upon termination of this Lease, LOL shall surrender possession of the Equipment/Rolling Stock to CENEX promptly and in as good condition as at the commencement of the term hereof, loss by fire or other casualty to the extent covered by insurance and ordinary wear, tear and obsolescence only excepted.
9. Except as herein specifically agreed to between the parties, this Lease shall at all times be subject to and governed by the terms of the Joint Venture Agreement.
10. LOL may not further sublease the Equipment/Rolling Stock, in whole or in part, or assign its rights under this Lease, without the written consent of CENEX.
11. This Lease cannot be amended or otherwise modified except by writings signed by all parties hereto. It is specifically agreed that Exhibit A may be amended from time to time, by the addition or deletion of any item of Equipment/Rolling Stock by Addendums in the form acceptable to, and signed by, LOL and CENEX.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed effective January 1, 1987.

LAND O'LAKES, INC.

By 
Its FRED R. FEZATTE
Vice President
Corporate Purchasing

FARMERS UNION CENTRAL EXCHANGE,
INCORPORATED

By 
Its 

Feed and Seed Rolling Stock

Farmers Union Central Exchange Incorporated to Land O' Lakes, Inc.

EXHIBIT A:

Rolling Stock owned by Farmers Union Central Exchange Incorporated

<u>Unit Number:</u>	<u>Unit Description:</u>	<u>Serial Number:</u>
NN08125A	1974 White Tractor	CA213HP086355
NN08083A	1975 Ford Truck	R80DVV91741
NN08127A	1975 IHC Tractor	43747DY815158
NN08103A	1979 Chev Truck	CCL339J167401
NN08100A	1984 Dodge Truck	1B7GD14T7ES303754
NN08099A	1974 Chev Truck	CDH934V137173
NN08102A	1976 IHC Truck	D0532FHA33588
NN08101A	1977 Ford Truck	F25HLAJ0437
NN08041A	1976 IHC Tractor	D213FGA12762
NN08039A	1977 IHC Truck	D1325GGB1003

FIRST AMENDMENT TO
LEASE
FEED/SEED EQUIPMENT AND ROLLING STOCK
FARMERS UNION CENTRAL EXCHANGE, INCORPORATED TO LAND O'LAKES, INC.

THIS AGREEMENT, is made and entered into effective the 1st day of February, 1987, by and between LAND O'LAKES, INC., a Minnesota corporation, hereinafter called "LOL", and FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation, hereinafter called "CENEX".

RECITALS

The parties hereto entered into a Lease Feed/Seed Equipment and Rolling Stock, dated effective January 1, 1987, hereinafter referred to as the "Lease".

The parties hereto are desirous of amending certain terms of the Lease.

IN CONSIDERATION of the foregoing, and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

A. That paragraph 2 of the Lease is hereby amended to read as follows:

2. The term of this Lease shall commence on January 1, 1987 and terminate on December 31, 1989. The term hereof shall automatically be extended for successive additional terms of one (1) year each unless either party notifies the other in writing twelve (12) months in advance of December 31, 1989, or December 31 of any year thereafter, and this Lease shall then terminate as of December 31 of the year following the giving of such notice.

B. Except as herein specifically amended, all of the terms, covenants and provisions of the Lease remain in full force and effect.

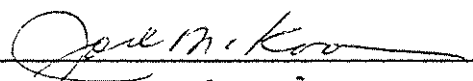

C. That all of the defined terms used herein shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Feed/Seed Equipment and Rolling Stock to be executed effective February 1, 1987.

LAND O'LAKES, INC.

FARMERS UNION CENTRAL EXCHANGE
INCORPORATED

By 
Its FRED R. FEZATTE
Vice President
Corporate Purchasing

By 
Its 
Vice President

5/1-26-87/md

Exhibit "P"

SUBLEASE
FEED/SEED EQUIPMENT AND ROLLING STOCK
FARMERS UNION CENTRAL EXCHANGE, INCORPORATED TO LAND O'LAKES, INC.

THIS AGREEMENT, is made and entered into effective the 1st day of January, 1987, by and between LAND O'LAKES, INC., a Minnesota corporation, hereafter called "LOL", FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation, hereafter called "CENEX", INTERREGIONAL SERVICE CORPORATION, a Minnesota corporation, hereafter called "ISC", and FARM CREDIT LEASING SERVICES CORPORATION, a federally chartered corporation, hereafter called "FCL".

RECITALS

LOL and CENEX are parties to a certain Joint Venture Agreement dated effective October 24, 1986, hereinafter referred to as the "Joint Venture Agreement", whereby CENEX agrees to lease, assign or sublease to LOL performing assets owned or leased by CENEX relating to the conduct of its seed and feed operations.

Among the seed and feed assets to be leased by CENEX to LOL are items of equipment and rolling stock leased by CENEX from ISC and/or FCL in accordance with certain leases described in EXHIBIT A attached hereto and made a part hereof, which leases shall hereinafter be referred to as the "ISC/FCL LEASES".

IN CONSIDERATION of the foregoing, and of the mutual agreements hereinafter set forth the parties hereto agree as follows:

1. CENEX hereby subleases to LOL the items of equipment and rolling stock listed on Exhibit B attached hereto and made a part hereof, owned by ISC or FCL, all of which equipment and rolling stock shall hereinafter be referred to as the "Leased Equipment/Rolling Stock".
2. The term of this Sublease shall be for a period of one month commencing on January 1, 1987, and terminating on January 31, 1987. The term hereof may be extended by mutual agreement of the parties hereto.
3. LOL hereby assumes the maintenance, repair, insurance, licensing, and other obligations of CENEX (except rental obligations) under each of the ISC/FCL LEASES as the same are applicable to the Leased Equipment/Rolling Stock.

CENEX shall, during the term hereof, continue to pay all rents under the ISC/FCL LEASES. LOL shall, however, reimburse CENEX 50% of the lease rental payments made by CENEX with respect to the Leased Equipment/Rolling Stock for the term of this Sublease.

4. It is specifically agreed that should the lease term of any item of Leased Equipment/Rolling Stock terminate in accordance with the Equipment Endorsement (as defined in the ISC/FCL LEASES) therefor prior to the end of the term (initial or extended) of this Sublease, and if LOL desires to continue to lease said item of Leased Equipment/Rolling Stock, CENEX at its sole option, shall either i) purchase said Leased Equipment/Rolling Stock from ISC or FCL and continue to lease same to LOL upon the same terms and conditions or ii) extend the term of the ISC/FCL LEASE as to said Leased Equipment/Rolling Stock until the end of the term (initial or extended) of this Sublease. If the lease term of any item of Leased Equipment/Rolling Stock terminates in accordance with the Equipment Endorsement therefor prior to the end of the term (initial or extended) of this Sublease, and if LOL desires to discontinue leasing said item of Leased Equipment/Rolling Stock, this Sublease upon timely notice of such desire to CENEX, shall terminate as to such Leased Equipment/Rolling Stock and CENEX shall direct the disposition thereof in accordance with the terms of the applicable ISC/FCL LEASES. If mutually agreed to by all parties hereto, the ISC/FCL LEASE applicable to any item of Leased Equipment/Rolling Stock may be terminated at any time.
5. LOL will protect, indemnify and save CENEX harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:
 - a) any injury to or death of any person or damage to property growing out of or connected with the use, non-use, or condition of the Equipment/Rolling Stock;
 - b) violation by LOL of any agreement or condition of this Lease;
 - c) violation by LOL of any law, ordinance or regulation affecting the Equipment/Rolling Stock, or the use thereof by LOL.
6. If any item of Leased Equipment/Rolling Stock shall be lost or damaged beyond repair, said Leased Equipment/Rolling Stock shall be governed by the applicable provisions, including but not limited to the insurance provision, of the ISC/FCL LEASE applicable thereto.
7. Except as herein specifically agreed to, this Sublease shall at all times be subject to and governed by the terms of the ISC/FCL LEASES and the Joint Venture Agreement.
8. LOL may not further sublease the Leased Equipment/Rolling Stock, in whole or in part, or assign its rights under this Sublease without the written consent of CENEX, ISC and FCL.

9. This Sublease cannot be amended or otherwise modified except by writings signed by all parties hereto. It is specifically agreed that Exhibit B may be amended from time to time, by the addition to or deletion of Leased Equipment/Rolling Stock by Addendums in the form acceptable to and signed by LOL, CENEX and either ISC or FCL, as applicable.
10. By its execution hereof, ISC and FCL consent to the sublease by CENEX of the Leased Equipment/Rolling Stock to LOL, pursuant to the terms hereof. Notwithstanding ISC's and FCL's consent, CENEX shall remain fully liable for the performance of all the terms and conditions of the ISC/FCL LEASES.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed effective January 1, 1987.

LAND O'LAKES, INC.

By Fred R. Fezatte
FRED R. FEZATTE
Its Vice President

Corporate Purchasing

INTERREGIONAL SERVICE
CORPORATION

By Michael E. Blaych
Its Senior Vice President

FARMERS UNION CENTRAL EXCHANGE,
INCORPORATED

By Paul M. Kov
Its V.P. Fin an

FARM CREDIT LEASING SERVICES
CORPORATION

By Michael E. Blaych
Its Senior Vice President

EXHIBIT A
LIST OF FCL/ISC LEASES

<u>Lessor</u>	<u>Name of Lease Document</u>	<u>Date of Lease</u>
Interregional Service Corporation	Master Net Lease Agreement	May 1, 1979
Farm Credit Leasing Services Corporation	Master Net Lease Agreement	August 1, 1984

Feed and Seed Rolling Stock

Farmers Union Central Exchange, Incorporated to Land O' Lakes, Inc.

EXHIBIT B:

Rolling Stock leased by Farmers Union Central Exchange Incorporated from Interregional Service Corporation and/or Farm Credit Leasing Services Corporation.

<u>Unit Number:</u>	<u>Unit Description:</u>	<u>Serial Number:</u>
OM12530A	1983 IHC F2574	1HTCF2578DHA14433
OM13596A	1984 GMC J9C064	1GDV9C4JXDV534434
OM20511A	1985 GMC J9C064	1GDT9C4J6FV509640
OM00206A	1980 GMC TJ9C064	T49C1AV589919
OM15092A	1977 IHC F2050	D1325GGB20144
OM15091A	1977 IHC F2050	D1325GGB20112
OM22301A	1979 Ford LT9000	U91AVFC7256
OM13086A	1983 GMC J9C064	1GDV9C4J1DV515772
OM14057A	1984 GMC J9C064	1GDV9C4J5EV511791
OM00207A	1980 GMC TJ9C064	T49C1AV583299

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FIRST AMENDMENT TO
SUBLEASE
FEED/SEED EQUIPMENT AND ROLLING STOCK
FARMERS UNION CENTRAL EXCHANGE, INCORPORATED TO LAND O'LAKES, INC.

THIS AGREEMENT, is made and entered into effective the 1st day of February, 1987, by and between LAND O'LAKES, INC., a Minnesota corporation, hereafter called "LOL", FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation, hereafter called "CENEX", INTERREGIONAL SERVICE CORPORATION, a Minnesota corporation, hereafter called "ISC" and FARM CREDIT LEASING SERVICES CORPORATION, a federally chartered corporation, hereafter called "FCL".

RECITALS

The parties hereto entered into a Sublease Feed/Seed Equipment and Rolling Stock, dated effective January 1, 1987, hereinafter referred to as the "Sublease".

The parties hereto are desirous of amending certain terms of the Sublease.

IN CONSIDERATION of the foregoing, and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

A. That paragraphs 2 and 3 of the Sublease are hereby amended to read as follows:


2. The term of this Sublease shall commence on January 1, 1987 and terminate on December 31, 1989. The term hereof shall automatically be extended for successive additional terms of one (1) year each unless either party notifies the other in writing twelve (12) months in advance of December 31, 1989, or December 31 of any year thereafter, and this Sublease shall then terminate as of December 31 of the year following the giving of such notice.
3. LOL hereby assumes the rental, maintenance, repair, insurance, licensing, and other obligations of CENEX under each of the ISC/FCL LEASES as the same are applicable to the Leased Equipment/Rolling Stock.

B. Except as herein specifically amended, all of the terms, covenants and provisions of the Sublease remain in full force and effect.


C. That all of the defined terms used herein shall have the same meaning as in the Sublease.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Sublease Feed/Seed Equipment and Rolling Stock to be executed effective February 1, 1987.

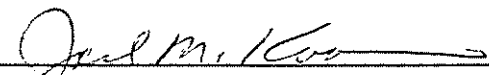
LAND O'LAKES, INC.

By 
Its FRED R. FARNHAM
Vice President
Corporate Purchasing

INTERREGIONAL SERVICE
CORPORATION

By 
Its Vice President

FARMERS UNION CENTRAL EXCHANGE
INCORPORATED

By 
Its Vice President

FARM CREDIT LEASING SERVICES
CORPORATION

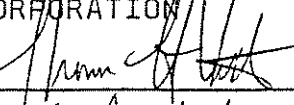
By 
Its Vice President

Exhibit "Q"

SUBLEASE
FEED/SEED ASSETS
FARMERS UNION CENTRAL EXCHANGE, INCORPORATED TO LAND O'LAKES, INC.

THIS AGREEMENT, is made and entered into effective the 1st day of January, 1987, by and between FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation, hereafter called "CENEX", LAND O'LAKES, INC., a Minnesota corporation, hereafter called "LOL", INTERREGIONAL SERVICE CORPORATION, a Minnesota corporation, hereafter called "ISC", and FARM CREDIT LEASING SERVICES CORPORATION, a federally chartered corporation, hereafter called "FCL".

RECITALS

LOL and CENEX are parties to a certain Joint Venture Agreement dated effective October 24, 1986, hereinafter referred to as the "Joint Venture Agreement", whereby CENEX agrees to lease, assign or sublease to LOL performing assets owned or leased by CENEX relating to the conduct of its seed and feed operations.

Among the seed and feed assets to be leased by CENEX to LOL are assets leased by CENEX from ISC and/or FCL in accordance with certain leases described in EXHIBIT A attached hereto and made a part hereof, which leases shall hereinafter be referred to as the "ISC/FCL LEASES".

IN CONSIDERATION of the foregoing, and of the mutual agreements hereinafter set forth the parties hereto agree as follows:

1. CENEX hereby subleases to LOL the assets listed on Exhibit B attached hereto and made a part hereof, owned by ISC or FCL, all of which assets shall hereinafter be referred to as the "Leased Assets".
2. The term of this Sublease shall commence on January 1, 1987 and terminate on December 31, 1989. The term hereof shall automatically be extended for successive additional terms of one (1) year each unless either party notifies the other in writing twelve (12) months in advance of December 31, 1989, or December 31 of any year thereafter, and this Sublease shall then terminate as of December 31 of the year following the giving of such notice.
3. LOL hereby assumes the rental, maintenance, repair, insurance, licensing, and other obligations of CENEX under each of the ISC/FCL LEASES as the same are applicable to the Leased Assets.

4. It is specifically agreed that should the lease term of any of the Leased Assets terminate in accordance with the Equipment Endorsement (as defined in the ISC/FCL LEASES) therefor prior to the end of the term (initial or extended) of this Sublease, and if LOL desires to continue to lease said Leased Assets, CENEX at its sole option, shall either i) purchase said Leased Assets from ISC or FCL and continue to lease same to LOL upon the same terms and conditions or ii) extend the term of the ISC/FCL LEASE as to said Leased Assets until the end of the term (initial or extended) of this Sublease. If the lease term of any Leased Assets terminates in accordance with the Equipment Endorsement therefor prior to the end of the term (initial or extended) of this Sublease, and if LOL desires to discontinue leasing said Leased Assets, this Sublease shall terminate as to such Leased Assets, upon timely notice of such desire to CENEX, and CENEX shall direct the disposition thereof in accordance with the terms of the applicable ISC/FCL LEASES. If mutually agreed to by all parties hereto, the ISC/FCL LEASE applicable to any Leased Assets may be terminated at any time.
5. LOL will protect, indemnify and save CENEX harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:
 - a) any injury to or death of any person or damage to property growing out of or connected with the use, non-use, or condition of the Leased Assets;
 - b) violation by LOL of any agreement or condition of this Lease;
 - c) violation by LOL of any law, ordinance or regulation affecting the Leased Assets, or the use thereof by LOL.
6. If any Leased Assets shall be lost or damaged beyond repair, said Leased Assets shall be governed by the applicable provisions, including but not limited to the insurance provision, of the ISC/FCL LEASE applicable thereto.
7. Except as herein specifically agreed to, this Sublease shall at all times be subject to and governed by the terms of the ISC/FCL LEASES and the Joint Venture Agreement.
8. LOL may not further sublease the Leased Assets, in whole or in part, or assign its rights under this Sublease without the written consent of CENEX, ISC and/or FCL.
9. This Sublease cannot be amended or otherwise modified except by writings signed by all parties hereto. It is specifically agreed that Exhibit B may be amended from time to time, by the addition to or deletion of Leased Assets by Addendums in the form acceptable to and signed by LOL, CENEX and either ISC or FCL, as applicable.

10. By its execution hereof, ISC and FCL consent to the sublease by CENEX of the Leased Assets to LOL, pursuant to the terms hereof. Notwithstanding ISC's and FCL's consent, CENEX shall remain fully liable for the performance of all the terms and conditions of the ISC/FCL LEASES.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed effective January 1, 1987.

LAND O'LAKES, INC.

By 

Its President

FARMERS UNION CENTRAL EXCHANGE,
INCORPORATED

By 

Its President

INTERREGIONAL SERVICE
CORPORATION

By 

Its SECRETARY

FARM CREDIT LEASING SERVICES
CORPORATION

By 

Its Senior Vice President

EXHIBIT A
LIST OF FCL/ISC LEASES

<u>Lessor</u>	<u>Name of Lease Document</u>	<u>Date of Lease</u>
Interregional Service Corporation	Master Net Lease Agreement	May 1, 1979
Farm Credit Leasing Services Corporation	Master Net Lease Agreement	August 1, 1984

EXHIBIT B

FEED & SEED OPERATIONS

Twin Falls, Idaho Feed Plant

<u>Unit #</u>	<u>Unit Description</u>	<u>Serial Number</u>
OE14848A	83 Hyster S50F	E2D3124D

Draft prepared by FCL

EXHIBIT B

FEED & SEED OPERATIONS

Any equipment and other personal property leased by CENEX from ISC and/or FCL pursuant to the ISC/FCL Leases and situated at the following location or used in conjunction therewith:

Twin Falls, Idaho Feed Plant

<u>Unit #</u>	<u>Unit Description</u>	<u>Serial Number</u>
0E14848A	83 Hyster S50F	E2D3124D

No Equipment Leased To These Facilities

Columbus, WI feed plant

Inver Grove Heights, MN feed plant

Klemme, IA feed plant

Caldwell, ID feed plant

Idaho Falls, ID feed plant

Boise, ID feed plant

Minot, ND seed plant

Williston, ND seed plant

Other assets (mainly office furniture)

Exhibit "R"

WESTERN FEED ASSET PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into as of this 30th day of June, 1989, by and between CENEX AG, INC., a Delaware corporation (hereinafter called "Seller") and Land O'Lakes/CENEX Feeds, Inc., a Minnesota corporation (hereinafter called "Purchaser").

WITNESSETH:

WHEREAS, Seller is the wholly-owned subsidiary of Farmers Union Central Exchange, Incorporated a Minnesota corporation (hereinafter "CENEX") and is the owner or Lessee of certain land, buildings, equipment and rolling stock and other assets comprising in part "Remaining CENEX Feed and Seed Assets", as that term is used in the Joint Venture Agreement between CENEX and Land O'Lakes, Inc., a Minnesota corporation (hereinafter "LOL") dated October 24, 1986, which land, buildings, equipment, rolling stock and other assets are more fully described in paragraph 1.1 hereof, hereinafter collectively referred to as the "Assets";

WHEREAS, Purchaser is the wholly-owned subsidiary of LOL and has since January 1, 1987 (hereinafter the "Lease Commencement Date" either leased or subleased the Assets from Seller and has been in possession of the Assets pursuant to such Lease or sublease; and

WHEREAS, Seller now desires to sell to Purchaser, and Purchaser now desires to purchase from Seller, the Assets upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the above and the mutual covenants and agreements contained herein, it is hereby agreed by and between the parties as follows:

ARTICLE I ASSETS

1.1 Included Assets. Seller agrees to sell, assign and transfer to Purchaser and Purchaser agrees to purchase and acquire from Seller, on the terms and subject to the conditions set forth in this Agreement, all of Seller's right, title and interest in and to the Assets, as more fully described below:

- (a) Real Property. Fee title to lands legally described on Schedule 1.1(a) attached hereto and hereby made a part hereof, together with all buildings and improvements constructed thereon, and together also with all hereditaments and appurtenances thereunto belonging or in any wise appertaining (the "Real Property");
- (b) Equipment. Equipment and machinery described in Schedule 1.1(b) attached hereto and made a part hereof (the "Equipment");

- (c) Licensed Vehicles. Licensed vehicles described in Schedule 1.1(c) attached hereto and made a part hereof (the "Vehicles");
- (d) Leases, Contracts, Licenses & Permits. To the extent transferable, the rights and obligations of Seller (which under all leases (the "Leases") contracts (the "Contracts"), licenses (the "Licenses") and permits (the "Permits") listed on Schedule 1.1(d) attached hereto and made a part hereof, as agreed to between Seller and Purchaser;
- (e) Trademark Licenses. A non-exclusive license substantially in the form of Schedule 1.1(e) attached hereto permitting Purchaser to use the marks therein described under the terms and conditions therein set forth.
- (f) Business Records. Copies of such customer and supplier lists, and such other business records relating to the business conducted by the Seller with the Assets as may reasonably be requested by Purchaser.

1.2 Excluded Assets. Specifically excluded from the Assets hereunder are those items of property described on Schedule 1.2 attached hereto and made a part hereof (the "Excluded Assets") and any other items of property not specifically described in paragraph 1.1 hereof. Seller shall remove all Excluded Assets from the Real Property on or before the Closing Date.

ARTICLE II PURCHASE PRICE

2.1 Amount. The total purchase price to be paid by Purchaser to Seller for the Assets shall be the sum of \$ 4,180,274.61 (hereinafter referred to as the "Purchase Price") which shall be allocated to such Assets as set forth in Schedules 2.1.

2.2 Payment of Purchase Price. The Purchase Price of the Assets as set forth in paragraph 2.1 hereof shall be paid by Purchaser as follows:

\$ 4,180,274.61 by cash, certified or cashier's check, or by wire transfer of immediately available funds, at Seller's option, on the Closing Date, plus or minus any adjustments for taxes and other costs and credits provided for herein.

ARTICLE III TAXES, UTILITIES, LIABILITIES

3.1 Property Taxes and Assessments.

Real estate taxes and installments of special assessments payable in the year of closing shall be assumed and paid when due by Purchaser.

3.2 Sales Tax and Use Tax. Any sales and use tax applicable to the transfer of Assets hereunder, as determined by Purchaser, shall be paid by Purchaser to Seller on the Closing Date in addition to the Purchase Price. Purchaser agrees to indemnify, save harmless and defend Seller from and against any additional sales or use tax demanded or assessed by the taxing governments with respect to this transaction.

3.3 Transfer or Deed Tax. Real property transfer or deed tax applicable to this transaction shall be the responsibility of Seller and the amount thereof shall be credited against the balance of the Purchase Price due on the Closing Date.

3.4 Leases. All rental and other charges applicable to the Leases shall be prorated as of the Closing Date.

3.5 Permits, Licenses, Utilities, Water and Sewer. All charges for Permits, Licenses, Utilities, Water and Sewer shall be prorated as of the Closing Date.

3.6 Liabilities Not Assumed. It is understood and agreed that Purchaser is purchasing and Seller is selling only assets, and that Purchaser is not purchasing, receiving or assuming any contract, obligation or liability of any nature or kind whatsoever, or in any way connected with the business of Seller other than as specifically set forth herein.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Purchaser to enter into this Agreement and with the understanding that Purchaser shall be relying thereon in consummating the purchase and sale contemplated hereunder, Seller hereby represents and warrants as follows:

4.1 Organization and Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to consummate the transaction contemplated hereby.

4.2 Authorization. The execution and performance of this Agreement have been duly authorized by the Board of Directors of Seller.

4.3 Title to Assets. On the Closing Date, Seller shall have good and marketable title to all of the Assets, free and clear of all liens, claims, security interests, charges and other encumbrances of any kind or nature except such as have been created by Purchaser or as are listed on Schedule 4.3 attached hereto and made a part hereof.

4.4 Condition of Real Property. No unsatisfied government agency or court order has been received by Seller requiring the repair, alteration or correction of any existing condition on the Real Estate, except as set forth in Schedule 4.4 attached hereto and made a part hereof.

4.5 Condition of Assets. Except as otherwise provided in Paragraph 4.10 of this Agreement, Seller makes no representations or warranties with respect to the condition of the Assets, or the suitability therefor for Purchaser's intended use thereof. Purchaser has inspected the Assets and, subject to its rights pursuant to Paragraphs 4.10 and 8.1, agrees to accept the same "as is, where is."

4.6 Leases, Contracts, Licenses and Permits. To the best of Seller's knowledge, Seller has made available to Purchaser a listing of all leases, contracts, licenses and permits in effect as of the date hereof between Seller and third parties in connection with the maintenance, use and operation of the Assets, including, but not limited to, all contracts for the purchase or sale of materials, supplies, services or equipment. If in writing, true and correct copies of all such leases, contracts, licenses or permits have, to the extent requested by Purchaser, been made available by Seller to Purchaser.

4.7 Access. Seller has full and free pedestrian and vehicular access to and from public highways and roads to the Real Property and has access to all utilities required by the Seller in the operation of its current business on the Real Property. No fact or condition exists to the Seller's best knowledge which could result in the termination or limitation of such access to Purchaser.

4.8 Litigation. There is no action, suit or proceeding pending, or to the best of Seller's knowledge, threatened against Seller which might result in any adverse change in the Assets or the possession, use or enjoyment thereof by Purchaser.

4.9 Breaches. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and shall not result in any material breach of any of the terms or conditions of any mortgage, bond, indenture, agreement, contract, license or other instrument or obligation to which Seller is a party or by which the Assets are bound, nor, to the best of Seller's knowledge, shall they violate any statute, regulation, judgment, writ, injunction or decree of any court threatened or entered in a proceeding or action in which Seller may be bound or to which any of the Assets may be subject.

4.10 Seller's Environmental Representations and Warranties.

- (a) The Real Property and their existing and prior uses comply and have at all times complied with, and Seller is not in violation of, and has not violated, in connection with the ownership, use, maintenance or operation of the Real Property and the conduct of the business related thereto,

any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, licenses and permits of all governmental authorities relating to environmental matters.

- (b) Without limiting the generality of Section 4.10(a), Seller has operated the Real Property and has at all times received, handled, used, stored, treated, shipped and disposed of all hazardous substances, petroleum products and waste in strict compliance with all applicable environmental, health or safety statutes, ordinances, orders, rules, regulations or requirements, and has removed (or will remove prior to the Closing) from and off the Real Property all hazardous substances and waste.
- (c) There are no statutes, orders, rules or regulations relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Real Property, nor has Seller received any notice of any of the same.
- (d) No hazardous or toxic materials, substances, pollutants, contaminants or wastes have been released into the environment, or deposited, discharged, placed or disposed of at, on or near the Real Property including, without limitation, the surface and subsurface waters of the Real Property, nor has the Real Property been used at any time by any person as a landfill or waste disposal site.
- (e) No underground deposits which cause hazardous waste or underground storage tanks are located on the Real Property.
- (f) There are no off-site locations where hazardous wastes or substances from the operation of the Assets have been stored, treated, recycled or disposed of.
- (g) There is no information indicating that any person, including any employee, may have impaired health as the result of the operation of the Assets or as the result of the release of contaminants or pollutants from the Assets.
- (h) No notices of any violation of any of the matters referred to in Section 4.10(a) through 4.10(g) relating to the Assets or their use have been received by Seller. There are no writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, nor any settlements reached by or with any parties, relating to the ownership, use, maintenance or operation of the Assets, nor is there any basis for such lawsuits, claims, proceedings or investigations being instituted or filed.

4.11 General. The representations and warranties contained in this Article IV shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER

5.1 Organization and Standing. Purchaser is a corporation, duly organized, validly existing and in good standing in the State of Minnesota, with full power and authority to execute and perform this Agreement according to its terms.

5.2 Authorization. The execution and performance of this Agreement have been duly authorized by the Board of Directors of Purchaser.

5.3 General. The representations and warranties contained in this Article V shall be correct in all respects on and as of the Closing Date.

ARTICLE VI COVENANTS OF SELLER

6.1 Access to Assets. From the date of this Agreement until the Closing Date, Seller shall permit Purchaser to have access to the Assets at all reasonable times for the purpose of inspection and appraisal.

6.2 Documents. Prior to the Closing Date, Seller shall provide to Purchaser or make available to Purchaser at the facility on the Real Property copies of or access to all of the following in the possession of Seller, if any: all surveys, existing title evidence, site plans, building plans and blueprints relating to the Real Property and Equipment, all operating and maintenance manuals, records, warranties with respect to the same. In the event this sale is not consummated, copies of all such documents shall be returned to Seller.

ARTICLE VII TITLE, CLOSING AND POSSESSION

7.1 Title Evidence. Within a reasonable time after execution hereof, Seller shall deliver to Purchaser Seller's choice of either a Commitment for an ALTA Owner's Policy of Title Insurance (the "Title Commitment") or an Abstract of Title continued to date covering the Real Property as described in Schedule 1.1(a). Purchaser shall notify Seller in writing of any objection thereto within 20 days after receipt thereof or any objection shall be deemed to be waived by Purchaser. Seller shall have a reasonable time but not exceeding 120 days from the notice date within which to

rectify title. If any objection is not removed within 120 days after notice is received by Seller, Purchaser shall be entitled to rely on the warranty of title set forth in Paragraph 4.3 hereof and on the indemnification provisions by paragraph 8.1 hereof in addition to any other remedies at law or in equity available to Purchaser.

7.2 General Procedure. At the closing each party shall deliver such documents, instruments and materials as may be reasonably required in order to effect the intent and provisions of this Agreement, and all such documents, instruments and materials shall be reasonably satisfactory in form and substance to counsel for the other party.

7.3 Time and Place. The closing shall take place as soon as practical after execution of this Agreement at such date and time as the parties agree (the "Closing Date") at the office of either Purchaser or Seller, or by mail, but in any event not later than 4:00 p.m. on July 24, 1989, time being of the essence hereof.

7.4 Conditions Precedent to Purchaser's Obligations. The obligations of Purchaser under this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Seller made herein shall be true in all respects at and as of the Closing Date, as though such representations and warranties were made at and as of the Closing Date.
- (b) Compliance with Agreement. Seller shall have complied with and performed each and every of the covenants and obligations hereunder which are to be performed and satisfied prior to or on the Closing Date.
- (c) Claims or Actions. As of the Closing Date, no suit, action or other proceeding shall be pending or threatened involving any of the Assets or intended to prevent, or which might have the effect of preventing, the consummation of the transaction contemplated hereby.

7.5 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction, at or before the closing, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Purchaser contained herein shall be true in all respects at and as of the Closing Date, as though such representations and warranties were made at and as of the Closing Date.

- (b) Compliance and Agreement. Purchaser shall have complied with and performed each and every of its covenants and obligations hereunder which are to be performed and satisfied prior to or on the Closing Date.

7.6 Deliveries at Closing. On the Closing Date, Seller and Purchaser shall respectively (as appropriate) execute and deliver the following documents and instruments, in addition to those which may be required by the various other provisions of this Agreement.

(a) Seller's Deliveries.

- (1) Warranty Deed from Seller for the Real Property to be transferred to the Purchaser hereunder free and clear of all liens and encumbrances except those set forth in Schedule 4.3 attached hereto;
- (2) Warranty Bills of Sale from Seller to Purchaser for all of the personal property comprising the Assets hereunder free from all liens and encumbrances;
- (3) Executed assignment and assumption agreements relating to any assignable Contracts, Leases, Licenses or Permits to be assigned or transferred to the Purchaser;
- (4) Owner's affidavit as to liens and possession;
- (5) Release of security interests in or financing statements to the extent required to terminate any liens, encumbrances or interests of third parties in or to the Assets;
- (6) Non-Foreign Certificate stating that the Seller is not a foreign person and setting forth the Seller's taxpayer identification number in order to comply with Internal Revenue Code ("IRC") Section 1445;
- (7) Closing certificates signed by an authorized officer of the Seller, attesting to the accuracy, as of the Closing Date, of all of the Seller's representations and warranties made herein, and to the fact that the Seller has fulfilled and complied with each of its covenants and obligations hereunder which are to be performed or fulfilled at or prior to the Closing Date;
- (8) Certificate of Seller's good standing in the State of Delaware, dated no earlier than ten (10) days prior to the Closing Date; and

- (9) Such other document or instrument as shall be necessary or appropriate to vest in Purchaser full and complete right, title and interest in and to all of the Assets, free and clear of all liens and encumbrances or interests of Seller or any third parties, except as expressly permitted hereunder.

b. Purchaser's Deliveries.

- (1) Cashier's check, certified check or wire transfer of funds, in an amount equal to the Purchase Price hereunder in accordance with Article II hereof;
- (2) Executed assignment and assumption agreements relating to any assignable Contracts, Leases, Licenses or Permits to be assigned or transferred to the Purchaser; and
- (3) Closing certificates signed by an authorized officer of the Purchaser, attesting to the accuracy, as of the Closing Date, of all of Purchaser's representations and warranties made herein, and to the fact that the Purchaser has fulfilled and complied with each of its covenants and obligations hereunder which are to be performed or fulfilled at or prior to the Closing Date.

7.7 Possession. Possession of the Assets shall be delivered to Purchaser pursuant to this Agreement on the Closing Date; provided, however, that possession of such Assets already in the possession of Purchaser pursuant to leases presently existing between the parties shall be continued during the period from June 30, 1989, to the Closing Date under this Agreement.

ARTICLE VIII
INDEMNIFICATION

8.1 Indemnification by Seller. Seller agrees to defend, indemnify, and hold harmless Purchaser, its Subsidiaries, and any director, officer, employee, agent, or attorney of Purchaser, for an unlimited period, against all damage (including consequential damage), claims, liability, loss or expenses, including, without limit, any attorneys' and professional fees and litigation costs, in connection with or arising out of (a) any misrepresentation or breach of warranty, covenant, or undertaking by Seller hereunder; (b) any contaminants or pollutants located on or under the Real Property or Leased Real Estate on the Lease Commencement Date; (c) any contaminants or pollutants, wherever located, which were generated, transported, stored, treated, disposed of, or otherwise handled by Seller prior to the Lease Commencement Date; and (d) the operation of the business on the Real Property or Leased Real Estate prior to the Lease Commencement Date, events occurring prior to the Lease Commencement Date, or conditions existing prior to the Lease Commencement Date.

If any damages, claims, losses, liabilities, or expenses arise both because of contaminants for which indemnity exists under paragraphs 8.1(b), (c) or (d) and contaminants for which no such indemnity exists, as between Buyer and Seller liability shall be shared based on the respective amounts of contaminants involved or on the respective time of exposure to such contaminants, whichever is more relevant in the particular situation. This same principle shall apply for the purpose of apportioning liability pursuant to paragraph 8.2(c) between Purchaser and Seller where liabilities or claims arise out of operations, events, and/or conditions occurring both before and after the Lease Commencement Date.

8.2 Indemnification by Purchaser. Purchaser hereby agrees from and after the Closing Date to indemnify and hold harmless Seller, its Subsidiaries, and any director, officer, employee, agent, or attorney of Purchaser, for an unlimited period, against all damage (including consequential damage), claims, liability, loss or expenses, including, without limit, any attorneys' and professional fees and litigation costs, in connection with or arising out of (a) the inaccuracy of any representation or warranty made by Purchaser in this Agreement, (b) the failure of Purchaser to comply with any of its covenants under this Agreement or (c) any claims related to the Assets based upon or resulting from the release of hazardous substances onto the Real Property, Leased Real Estate, or any other matter existing or occurring after the Lease Commencement Date and for so long as Purchaser is in actual ownership, possession or control of the Real Property or Leased Real Estate.

ARTICLE IX MISCELLANEOUS

9.1 Brokerage. Purchaser and Seller acknowledge and represent to each other that neither has worked with or used a broker in connection with this purchase.

9.2 Risk of Loss. From the date hereof until the closing, the risk of loss of or damage to the Assets shall be and remain that of Seller. If, prior to the Closing Date, any part of such Assets is destroyed or damaged by fire or any other casualty, Purchaser shall have the option to proceed pursuant to either clause a) or clause b) below, exercisable by notice in writing given within ten (10) business days after it receives notice in writing from Seller of such destruction, damage or loss:

- a. To reduce the Purchase Price by an amount equal to the cost of repair of the Assets so destroyed, or, if destroyed or damaged beyond repair, by an amount equal to the Purchase Price applicable hereto.
- b. To complete the purchase without reduction of the Purchase Price, in which event all proceeds of any insurance and any compensation for expropriation, seizure or loss shall be payable to Purchaser and all right and claim of Seller to any such amounts not paid on or prior to the Closing Date shall be assigned to Purchaser.

9.4 Binding Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto.

9.5 Notices. All notices, requests, demands and other communications required or to be given under this Agreement shall be in writing and shall be deemed duly given if personally delivered, or mailed, registered or certified mail, postage prepaid, return receipt requested, addressed as follows (provided that notice given in any other manner shall nonetheless be effective when actually received):

If to Seller: c/o Farmers Union Central Exchange,
Incorporated
5500 Cenex Drive
Inver Grove Heights, MN 55075

If to Purchaser: Land O'Lakes/CENEX Feeds, Inc.
c/o Land O'Lakes, Inc.
4001 Lexington Avenue North
Arden Hills, MN 55126

9.6 Governing Law. This Agreement shall be deemed to have been made and executed in the State of Minnesota and the validity, construction, interpretation, effect and enforcement thereof shall be governed by the laws of the State of Minnesota.

9.7 Severability. The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder thereof.

9.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall in such event be deemed an original, but all of which together shall constitute one and the same instrument.

9.9 Assignment. This Agreement shall not be assigned by either party without the written consent of the other party and any attempted assignment without such consent shall be void.

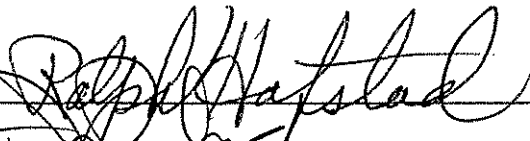
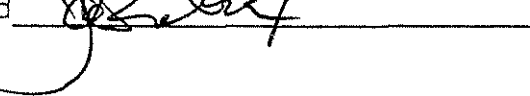
9.10 Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

9.11 Survival. All of the terms, covenants, conditions, representations, warranties, indemnities and agreements contained in this Agreement shall survive and continue in force and effect and shall be enforceable after the closing.

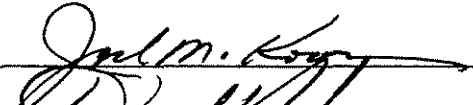

9.12 Amendments. This Agreement shall be amended or modified only by a written instrument signed by both Seller and Purchaser.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LAND O'LAKES/CENEX FEEDS, INC.

By 
and 

CENEX AG, INC.

By 
and 

Western Feed Asset Purchase and Sale Agreement

Schedule 1.1(a)
PROPERTY DESCRIPTIONS

PROPERTY LOCATED AT MT. ANGEL, OREGON:

BUILDINGS AND IMPROVEMENTS ONLY ON THE FOLLOWING DESCRIBED PROPERTY:

Part of the Southeast Quarter of the Southwest Quarter of Section 15, Township 6 South, Range 1 West of the Willamette Meridian, in the county of Marion, state of Oregon, described as follows:

Commencing at the point of the intersection of the North line of the right of way of Downs Road with the Westerly boundary line of the right of way of the Southern Pacific Railroad, thence Northerly along the said Westerly right of way line 375 feet, thence Southwesterly 249 feet to a point 250 feet Northwesterly of the said North line of Downs Road, thence Southeasterly 250 feet more or less to a point on the said North line of Downs Road 233 feet West of the point of beginning, thence East along said North line of Downs Road 233 feet to the point of beginning.

PROPERTY LOCATED AT LAWRENCE, WASHINGTON:

PARCEL A:

Two tracts of land located in the Southwest quarter of the Northeast quarter of Section 21, Township 39 North, Range 4 East of W.M., bounded as follows, to-wit:

Beginning at a point on the Southwesterly line of the right of way of the Northern Pacific Railway Company 42 feet, more or less, Northwesterly from the point of intersection of the said right of way line with the West line of County Road No. 243, as the same is now located, said point of beginning being marked by an iron bar set in concrete; thence North $44^{\circ} 26'$ West, along said right of way line, 163 feet, thence West along the North line of the South half of the Northeast quarter of Section 21 aforesaid to a point which is 12 feet distant Southwesterly from, measured at right angles to the Southwesterly margin of the right of way of the Northern Pacific Railway Company; thence South $28^{\circ} 6'$ East 123.3 feet; thence South $58^{\circ} 18'$ East 23 feet, thence South $86^{\circ} 24'$ East 24 feet; thence North $78^{\circ} 41'$ East 30.4 feet to the point of beginning,

Also beginning at a point on the East and West center line of the Northeast quarter of said Section 21, 63.2 feet West of the point of intersection of said line with the Southwesterly line of the Northern Pacific Railway Company right of way, thence South 17° West 40 feet more or less, to the Northeasterly side line of the County Highway; thence Westerly along said highway line to the West end of the curve in said line; thence East along the center line of the Northeast quarter of said Section 21, 138 feet more or less to the point of beginning, ALL EXCEPT ROADS, situate in Whatcom County, Washington,

PARCEL B:

That portion of the Northwest quarter of the Northeast quarter of Section 21, Township 39 North, Range 4 East of W.M., described as follows,

Beginning at the intersection of the South line of said Northwest quarter of the Northeast quarter with the Southwesterly line of the Northern Pacific Railway right of way, thence Northwesterly, along the Southwesterly line of said railway right of way, 756 feet; thence Southwesterly at right angles to the Southwesterly line of said railway right of way, to the Northerly line of Lawrence Road, also known as State Highway No. 9, thence Easterly along Northerly line of said State Highway, to the South line of the Northwest quarter of the Northeast quarter of said Section 21, thence East, along said South line, to the point of beginning, EXCEPT ROADS, situate in Whatcom County, Washington.

PARCEL C:

That portion of the Southwest quarter of the Northeast quarter of Section 21, Township 39 North, Range 4 East, of W.M., lying Northeasterly of the Northeast boundary line of State Highway No. 9, as same is presently located; and Southwesterly of the Southwest boundary line of the Northern Pacific Railroad Company right of way. EXCEPT THEREIN, the following described two tracts of land:

1. Beginning at a point on the Southwesterly line of the right of way of the Northern Pacific Railway Company 42 feet, more or less, Northwesterly from the point of intersection of said right of way line with the West line of County Road No. 243, as the same is now located, said point of beginning being marked by an iron bar set in concrete; thence North $44^{\circ}26'$ West, along said right of way line, 163 feet; thence West along the North line of the South one-half of the Northeast quarter of said Section 21, to a point which is 12 feet distant Southwesterly from, measured at right angles, to the Southwesterly margin of the right of way of the Northern Pacific Railway Company; thence South $28^{\circ}6'$ East, 123.3 feet; thence South $58^{\circ}18'$ East 23 feet; thence South $86^{\circ}24'$ East, 24 feet; thence North $78^{\circ}41'$ East, 30.4 feet, to the point of beginning.

2. Beginning at a point on the East and West center line of the Northeast quarter of said Section 21, a distance of 63.2 feet West of the point of intersection of said line with the Southwesterly line of the Northern Pacific Railway Company right of way; thence South 17° West, 40 feet, more or less, to the Northeasterly boundary line of State Highway No. 9; thence Westerly along said Highway boundary line, to the West end of the curve in said line; thence East along the center line of the Northeast quarter of said Section 21, a distance of 138 feet, more or less, to the point of beginning.

All situated in Whatcom County, Washington.

PROPERTY LOCATED AT PORTLAND, OREGON:

A tract of land situated in Section 17, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the harbor line established by the Secretary of War on the northeasterly side of the Willamette River, said point being at the end of the first or North 52° 15' 00" West 610.62 foot line of that parcel of land conveyed by the Port of Portland to the Washington Co-operative Farmers Association by deed recorded May 11, 1959 in Deed Book 1954 page 336, Multnomah County Deed Records, thence leaving said harbor line North 37° 45' 00" East 975.00 feet to the Westerly line of North Basin Avenue; thence along said Westerly line of North Basin Avenue to the three following courses, viz: (1) South 52° 15' 00" East 115.00 feet, (2) along a curve to the right having a radius of 135.00 feet and a central angle of 42° 28' 00" for a distance of 100.06 feet and curve being subtended by a chord bearing South 31° 01' 00" East 97.79 feet, and (3) South 9° 47' 00" East 43.10 feet thence leaving said Westerly line of North Basin Avenue for new lines of division the two following courses, viz: (1) South 43° 21' 28" West 203.67 feet and (2) South 37° 45' 00" West 707.79 feet to said harbor line, thence North 52° 15' 00" West along said harbor line 218.04 feet to the point of beginning.

PROPERTY LOCATED AT OTHELLO, WASHINGTON:

PARCEL A:

That portion of Farm Unit 73, Irrigation Block 45, Columbia Basin Project, according to the Fourth Revision of the Farm Unit Plat thereof filed for record September 3, 1958, in the office of the Auditor of Adams County, Washington, lying southwesterly of a line parallel to and 10 feet northeasterly measured at right angles from a line described as follows:

Beginning at a point on the southerly line of said Farm Unit 73, which point is 457.13 feet easterly of the southwest corner of said Farm Unit 73; thence northwesterly at an angle of $60^{\circ}22'$ with the said southerly line of Farm Unit 73 a distance of 483.53 feet; thence right along the arc of a curve whose radius is 573.69 feet through a central angle of $18^{\circ}00'$; thence northwesterly on a tangent to said curve a distance of 58.57 feet; thence right along the arc of a curve whose radius is 573.69 feet through a central angle of $8^{\circ}00'$; thence northwesterly on a tangent to said curve a distance of 7.19 feet; thence right along the arc of a curve whose radius is 955.37 feet through a central angle of $8^{\circ}55'$.

EXCEPT that portion of said Farm Unit 73 lying southwesterly of the northeasterly right of way line of the County Road (Broadway Avenue extended) as now there established across said Farm Unit.

PARCEL B:

That portion of Farm Unit 73, Irrigation Block 45, Columbia Basin Project, according to the Fourth Revision of the Farm Unit Plat thereof filed for record September 3, 1958, in the office of the Auditor of Adams County, Washington, lying westerly of a line 2,426 feet west of the east line of said Farm Unit and southerly and easterly of a line parallel to and 15 feet southerly and easterly, as measured at right angles from the following described center line:

Beginning at the southwest corner of said Farm Unit; thence North $89^{\circ}52'$ East along the south line of said Farm Unit, a distance of 100 feet thence North $20^{\circ}13'$ East 400 feet; thence continuing North $20^{\circ}13'$ East 150 feet; thence North $89^{\circ}52'$ East 450 feet, more or less to a point distant 2426.0 feet, measured at right angles, from the easterly line of said Farm Unit 73; EXCEPT that portion of the above described land conveyed to the Milwaukee Land Company by Deed recorded in Volume 96 of Deeds, Page 521, as described in Parcel A above.

PARCEL C:

That portion of Farm Unit 73, Irrigation Block 45, Columbia Basin Project, according to the Fourth Revision of the Farm Unit Plat thereof filed for record September 3, 1958, in the office of the Auditor of Adams County, Washington, and lying in the Northwest Quarter of Section 27, Township 16 North, Range 29, E.W.M., described as follows:

Beginning at the west quarter corner of said Section 27; thence North $89^{\circ}52'$ East along the south line of said northwest quarter 154.3 feet to the southwest corner of said Farm Unit 73; thence continuing North $89^{\circ}52'$ East 116.0 feet; thence North $20^{\circ}13'$ East 394.9 feet to the true point of beginning; thence continuing North $20^{\circ}13'$ East 139.1 feet; thence North $89^{\circ}52'$ East 433.1 feet; thence North $00^{\circ}24'$ East 819.7 feet to the North line of said Farm Unit 73; thence South $89^{\circ}48'$ West along said north line 500 feet, more or less, to the northwest corner of said Farm Unit 73. Beginning again at the true point of beginning; thence North $29^{\circ}46'$ West 63.23 feet; thence on a 563.69 foot radius curve to the right an arc length of 177.09 feet; thence North $11^{\circ}46'$ West 58.57 feet; thence on a 563.69 foot radius curve to the right an arc length of 78.70 feet; thence North $03^{\circ}46'$ West 11.6 feet, more or less, to the westerly boundary line of said Farm Unit 73; thence North $10^{\circ}23'$ East along said westerly boundary 592.7 feet, more or less, to the northwest corner of said Farm Unit 73. The West line of the property herein described is the same as the East line of the property described in deed recorded in Volume 96 of Deeds, Page 521.

Exhibit "S"

MULTNOMAH COUNTY BRANCH

421 S.W. Stark Street Portland, Oregon 97204 (503) 224-0550

Premium \$ 1477.50



**PIONEER NATIONAL
TITLE INSURANCE**

ATICOR COMPANY

Portland, Oregon

Policy of Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation, hereinafter called the Company, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, does hereby insure the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against direct loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may be obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated;
or

Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or

Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B, or excluded from coverage in the Schedule of Exclusions from Coverage; or

Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or

Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B such mortgage or deed of trust being shown in the order of its priority,

all subject, however, to the Schedule of Exclusions from Coverage and the Conditions and Stipulations hereto annexed, which, together with Schedules A and B are hereby made a part of this policy.

This policy shall not be valid or binding until countersigned below by a validating officer of the Company.

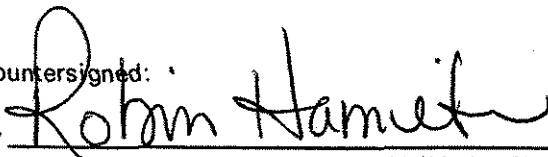
Pioneer National Title Insurance Company

by  President

Attest:  Secretary

Countersigned:

By



Validating Signatory

Schedule of Exclusions from Coverage

This policy does not insure against loss or damage by reason of the following:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
3. Title to any property beyond the lines of the land expressly described in Schedule A or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.
4. Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.
5. Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.
6. Usury or claims of usury.
7. "Consumer credit protection," "truth-in-lending," or similar law.

Conditions and Stipulations

1. Definition of Terms

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule A and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
- (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an Insured herein or not, subject otherwise to the provisions hereof.

2. Benefits after Acquisition of Title

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. Defense and Prosecution of Actions—Notice of Claim to be given by the Insured

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after

SCHEDULE A

Amount \$ 625,000.00
Premium \$ 1,477.50

Date April 23, 1982

At 8:00 A.M.

INSURED

-----CENEX AG, INC.-----

The estate or interest referred to herein is, at the date hereof, vested in

-----CENEX AG, INC.-----

The land referred to in this policy is described as

A tract of land situated in Section 17, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the harbor line established by the Secretary of War on the Northeasterly side of the Willamette River, said point being at the end of the first or North 52° 15' 00" West 610.62 foot line of that parcel of land conveyed by the Port of Portland to the Washington Co-operative Farmers Association by deed recorded May 11, 1959 in Deed Book 1954 page 336, Multnomah County Deed Records; thence leaving said harbor line North 37° 45' 00" East 975.00 feet to the Westerly line of North Basin Avenue; thence along said Westerly line of North Basin Avenue to the three following courses, viz: (1) South 52° 15' 00" East 115.00 feet, (2) along a curve to the right having a radius of 135.00 feet and a central angle of 42° 28' 00" for a distance of 100.06 feet and curve being subtended by a chord bearing South 31° 01' 00" East 97.79 feet and (3) South 9° 47' 00" East 43.10 feet; thence leaving said Westerly line of North Basin Avenue for new lines of division the two following courses, viz: (1) South 43° 21' 28" West 203.67 feet and (2) South 37° 45' 00" West 707.79 feet to said harbor line; thence North 52° 15' 00" West along said harbor line 218.04 feet to the point of beginning.-----

511517 3a

SCHEDULE A — Continued

The estate or interest in the land described in this schedule is: FEE-----

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorney's fees or expenses, any or all of which arise by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured on page 1 of this policy.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records; unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

1. 1981-82 taxes, \$53,757.35 of which \$35,838.24 is paid.
(Account No. 94117-0520, Code 001)

2. Covenants, conditions, restrictions and set back lines, including the terms and provisions thereof, in Deeds The Port of Portland, a municipal corporation and recorded May 11, 1959, in Book 1954, page 336, also recorded April 22, 1960 in Book 2005 page 627 and recorded March 30, 1961 in Book 2054 page 646, Deed Records.

3. Easement, including the terms and provisions thereof, from Western Farmers Association, formerly Washington Co-Operative Farmers Association to Portland General Electric Company, a corporation of Oregon, recorded December 13, 1960 in Book 2040 page 528, Deed Records. (Affects the Northerly portion)

4. Mortgage, including the terms and provisions thereof, executed by Cenex Ag, Inc., to Spokane Bank for Cooperatives a corporation, dated April 3, 1982, recorded April 9, 1982, in Book 1588, page 1522, Records of Multnomah County, given to secure the payment of a note for \$31,500,000.00.
(Affects other property also)-----

OWNER'S INFLATION PROTECTION INDORSEMENT

ATTACHED TO POLICY NO. 511517

ISSUED BY

Pioneer National Title Insurance Company

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds the highest Index number for the month of September in any previous year which is subsequent to Date of Policy; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

This indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Pioneer National Title Insurance Company

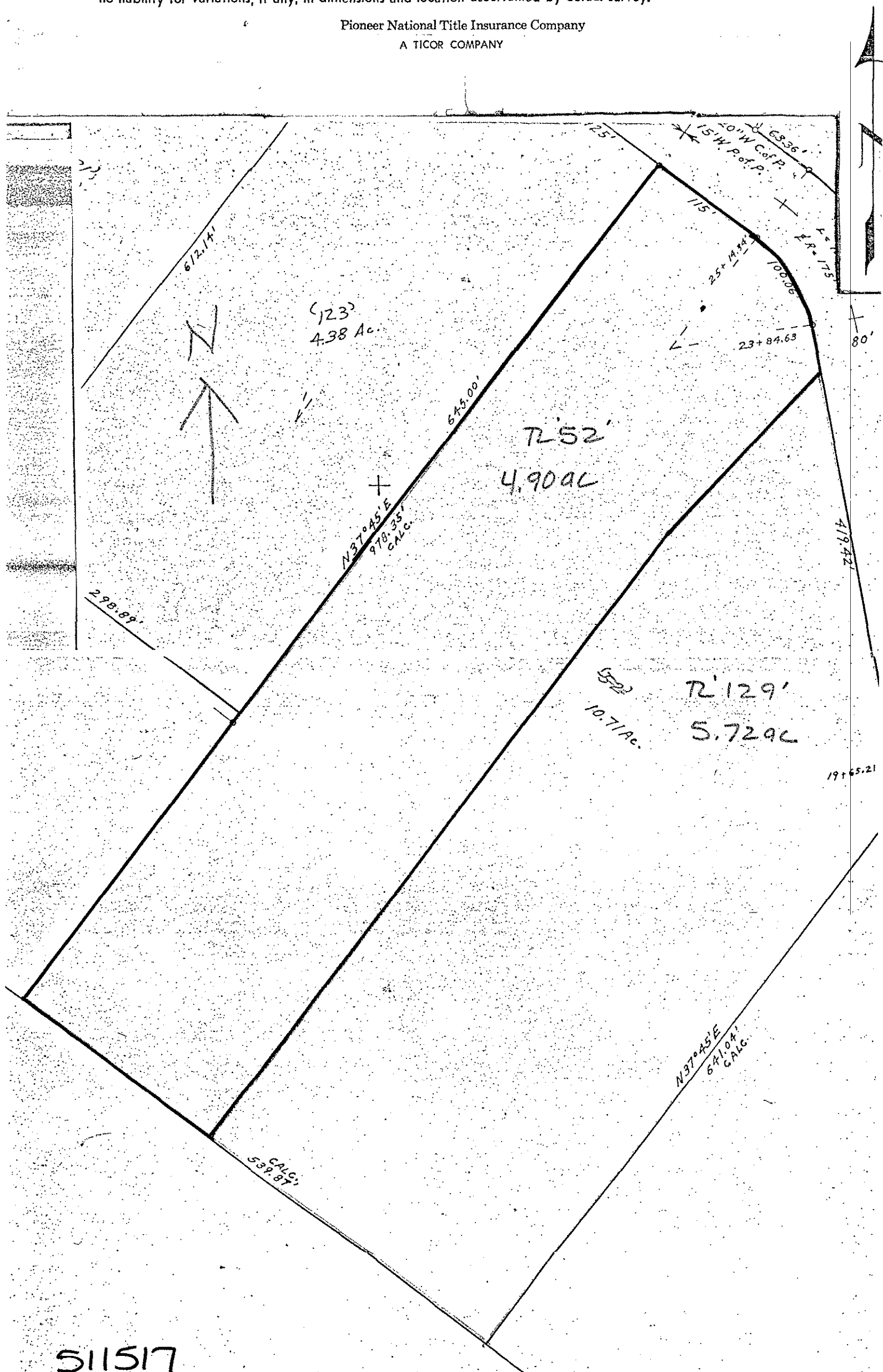
by

Gerald L. Appel
President

Attest:

Roger Williams
Secretary

Pioneer National Title Insurance Company
A TICOR COMPANY



511517

(Conditions and Stipulations Continued and Concluded From Reverse Side of Policy Face)

such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all cost imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

7. Liability Noncumulative

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 7 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

8. Coinsurance and Apportionment

(a) In the event that a partial loss occurs after the Insured makes

an improvement subsequent to the date of this policy, and only in that event, the Insured becomes a coinsurer to the extent hereinafter set forth. If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the Insured pursuant to the terms of this policy or to costs imposed on the Insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy. Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the land described or referred to in Schedule A is divisible into separate and noncontiguous parcels, or if contiguous and such parcels are not used as one single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the face amount of the policy was divided pro rata as to the value on the date of this policy of each separate independent parcel to the whole, exclusive of any improvements made subsequent to the date of this policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

9. Subrogation upon Payment or Settlement

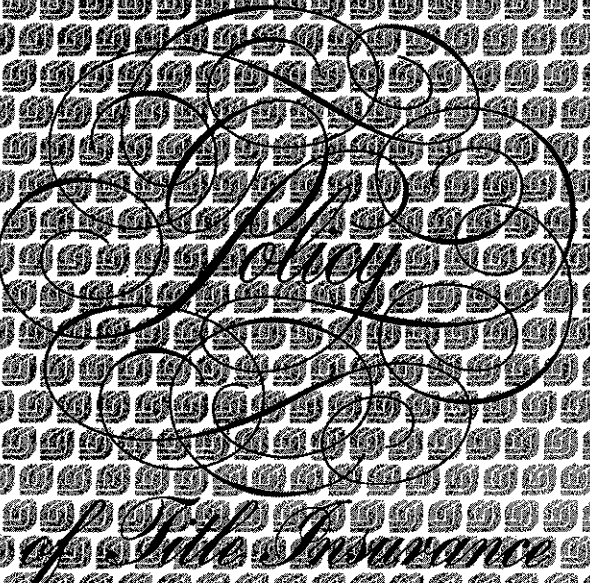
Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies. If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. Policy Entire Contract

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. Notices, where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to it at the office which issued this policy or to its Home Office, Claims Department, 6300 Wilshire Boulevard, P.O. Box 92792, Los Angeles, California 90009.



PIONEER NATIONAL TITLE INSURANCE

A TICOR COMPANY

Exhibit "T"

ps #2



(a stock company)

COMMONWEALTH LAND

TITLE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

POLICY OF TITLE INSURANCE

POLICY NUMBER

604-060545

SCHEDULE A

Amount of Insurance: \$ 1,352,000.00

File No. M-2723

Premium: \$ 2,498.00

Date of Policy: 15th day of November, 1977, at 9:00 A. M.

1. Name of Insured:

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation.---

2. The estate or interest referred to herein is, at the date hereof, vested in

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation, an estate in fee simple.---

3. The land referred to in this policy is situated in the State of Oregon, County of and described as follows:

See EXHIBIT "A" attached.---

Countersigned:

Authorized Officer or Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY

OREGON STANDARD COVERAGE TITLE INSURANCE POLICY – 1974

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, hereinafter called the Company, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, does hereby insure the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against direct loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may be obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B, or excluded from coverage in the Schedule of Exclusions from Coverage; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority.

all subject, however, to the Schedule of Exclusions from Coverage and the Conditions and Stipulations hereto annexed, which, together with Schedules A and B are hereby made a part of this policy.

IN WITNESS WHEREOF: the Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY



Attest:

James J. D. Lynch, Jr.
Secretary

By

Gene B. Tomhold
President

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorney's fees or expenses, any or all of which arise by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured on page 1 of this policy.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, liens or incumbrances, or claims thereof, which are not shown by the public records; unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

5. Right, title and interest of the State of Oregon in and to the portion which remains submerged and submersible bed and bank of the Willamette River on June 20, 1977, the rights of government bodies and the public to navigation and fishery in any portion remaining navigable waters, and reservations in Federal patents, if any.

6. Easement, including the terms and provisions thereof:
For: Water, sewer and other purposes, being 25 feet in width
Granted to: Gilmore Steel Corporation, a California corporation
Recorded: October 13, 1967
Book: 586
Page: 1355

7. Those certain restrictions contained in the Purchase and Sales Agreement:

Between: Port of Portland
And: Gilmore Steel Corporation
Dated: April 11, 1966
Amended: December 9, 1968

8. Conditions and Restrictions in Deed:

Grantor: Gilmore Steel Corporation, a California corporation
Grantee: Port of Portland, a municipal corporation
Recorded: October 30, 1973
Book: 956
Page: 1045

As follows: "the Grantee will not permit this property to be developed under restrictions or covenants that are less restrictive than those imposed upon the Grantor for the balance of his adjacent property."

Continued . . .

SCHEDULE OF EXCLUSIONS FROM COVERAGE

This policy does not insure against loss or damage by reason of the following:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
3. Title to any property beyond the lines of the land expressly described in Schedule A or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.
4. Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.
5. Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.
6. Usury or claims of usury.
7. "Consumer credit protection," "truth-in-lending," or similar law.

See Conditions and Stipulations Inside Cover

COMMONWEALTH LAND TITLE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

File No. M-2723

Policy No. 604-060545

9. Conditions and Restrictions in Deed:

Grantor: Port of Portland
Grantee: Pacific Supply Cooperative, Inc.
Recorded: September 15, 1977
Book: 1207
Page: 1208

10. Right, title and interest of Ross Island Sand and Gravel Company,
as disclosed in the Deed referred to next above.

ORIGINAL

EXHIBIT "A"

A parcel of land located in Section 26, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

BEGINNING at the initial point of the plat of RIVERGATE INDUSTRIAL DISTRICT, Block 12, as recorded on May 25, 1973, in Book 1204, Page 19, Multnomah County Deed Records; thence North $76^{\circ}46'58''$ West, along the South line of said Plat, said line also being the North line of the Gilmore Steel Corporation parcel, as recorded on October 13, 1967, in Book 586, Page 1355, Multnomah County Deed Records, a distance of 1720.88 feet to the Northeast corner of a parcel of land as recorded on October 30, 1973, in Book 956, Page 1045, Multnomah County Deed Records; thence South $23^{\circ}31'32''$ West, along the East line of said Parcel, 406.84 feet to the Southeast corner; thence North $76^{\circ}46'58''$ West, along the South line of said Parcel, 500.86 feet to the low water line of the Willamette River; thence North $16^{\circ}29'55''$ East, along the low water line, 400.92 feet; thence North $31^{\circ}43'22''$ East, 450.32 feet; thence leaving said low water line, South $76^{\circ}46'58''$ East, 179.87 feet; thence North $29^{\circ}26'38''$ East, 180.14 feet; thence South $76^{\circ}46'58''$ East, 1775.17 feet to the East line of said Block 12; thence along said East line, South $1^{\circ}36'13''$ West, 612.54 feet to the point of beginning.

OWNER'S INFLATION PROTECTION INDORSEMENT

Attached to Policy No. 604-060545

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds the highest Index number for the month of September in any previous year which is subsequent to Date of Policy; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending the effective date of said policy, unless otherwise expressly stated.

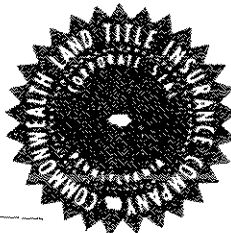
This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Dated: November 15, 1977

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned:

By 
Authorized Officer or Agent



By


President

Attest:


Secretary

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule A and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
- (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an Insured herein or not, subject otherwise to the provisions hereof.

2. Benefits After Acquisition of Title

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. Defense and Prosecution of Actions — Notice of Claim to Be Given by the Insured

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title to the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals

therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

4. Notice of Loss — Limitation of Action

In addition to the notices required under paragraph 3(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

7. Liability Noncumulative

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 7 shall not apply to an Insured

owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

8. Coinsurance and Apportionment

(a) In the event that a partial loss occurs after the Insured makes an improvement subsequent to the date of this policy, and only in that event, the Insured becomes a coinsurer to the extent herein-after set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the Insured pursuant to the terms of this policy or to costs imposed on the Insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the land described or referred to in Schedule A is divisible into separate and noncontiguous parcels, or if contiguous and such parcels are not used as one single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the face amount of this policy was divided pro rata as to the value on the date of this policy of each separate independent parcel to the whole, exclusive of any improvements made subsequent to the date of this policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

9. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. Policy Entire Contract

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to the Home Office, 1510 Walnut Street, Philadelphia, Pennsylvania 19102.

ISSUED IN
WASHINGTON COUNTY
by

Washington Title
OF
WASHINGTON COUNTY

168 East Main Street
Hillsboro, Oregon 97123

Branch Office:
9820 S. W. Beaverton-
Hillsdale Hwy.
Beaverton, Oregon 97005

Oregon
Standard Coverage Policy Form
1974

POLICY
OF
TITLE
INSURANCE



COMMONWEALTH LAND
Title Insurance Company

Title Insurance Since 1876

HOME OFFICE
1510 WALNUT STREET
PHILADELPHIA, PA. 19102